



City of Chicago



O2014-7943

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	9/10/2014
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Intergovernmental agreement with Board of Education and Chicago Park District for recreation center at E 35th St and S Cottage Grove Ave
Committee(s) Assignment:	Committee on Housing and Real Estate



OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 10, 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 an intergovernmental agreement with the Board of Education and the Chicago Park District for a recreation center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Board of Education of the City of Chicago (the "Board") is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, *et seq.*; and

WHEREAS, the Public Building Commission of Chicago (the "PBC") is the owner in trust for the Board of certain real property located at the southwest corner of East 35th Street and South Cottage Grove Avenue adjacent to Doolittle Elementary School, as depicted on Exhibit A (as Parcel 1) and legally described on Exhibit B (the "Board of Education Property"), which consists of three (3) vacant parcels of land; and

WHEREAS, the Chicago Park District ("Park District") is a body politic and corporate created pursuant to the Chicago Park District Act, 70 ILCS 1505/0.01, *et seq.*, and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, the Park District is the owner of certain real property located adjacent to the Board of Education Property, as depicted on Exhibit A (as Parcel 2) and legally described on Exhibit C (the "Park District Property"); and

WHEREAS, the Park District Property comprises a portion of Ellis Park, a 9.6 acre park with no existing field house; and

WHEREAS, the Board wishes to convey the Board of Education Property to the City, and the Park District wishes to convey the Park District Property to the City; and

WHEREAS, the Board of Education Property and the Park District Property are collectively referred to herein as the "Community Center/Field House Property"; and

WHEREAS, the Community Center/Field House Property consists of approximately four (4) acres, and is located in the Oakland community near the Oakwood Shores mixed-income residential community, a Chicago Housing Authority ("CHA") redevelopment of the former Madden Park/Ida B. Wells/Darrow public housing site; and

WHEREAS, pursuant to Board Report No. 14-0625-RS11, adopted by the Board on June 25, 2014, the Board authorized the PBC to convey the Board's interest in the Board of Education Property to the City for construction of a community recreation center; and

WHEREAS, pursuant to a resolution adopted on August 12, 2014, the Board of Commissioners of the PBC approved the conveyance of the Board of Education Property to the City on behalf of the Board; and

WHEREAS, pursuant to Resolution No. 12, adopted by the Board of Commissioners of the Park District (the "Park District Board") on November 13, 2013, the Park District Board authorized the Park District to transfer the Park District Property to the City for a community recreation center; and

WHEREAS, the Community Renewal Tax Relief Act of 2000 established the New Markets Tax Credit ("NMTC") Program to spur new or increased investments in low-income communities by permitting individual and corporate investors to receive a tax credit against their Federal income tax return over a 7-year period in exchange for making equity investments in specialized financial institutions called Community Development Entities ("CDEs"); and

WHEREAS, The Community Builders CDE LLC, Inc., a Massachusetts limited liability company ("TCB CDE"), Chase New Markets Corporation, a Delaware corporation ("CNMC") and IFF, an Illinois non-profit corporation ("IFF") and collectively with TCB CDE and CNMC, the "CDEs") are qualified CDEs, and have received allocations of tax credits under the NMTC Program ("Tax Credits"); and

WHEREAS, the CDEs intend to raise tax credit equity from NMTC investors, and then loan the proceeds to a new entity to be created by the Park District and The Community Builders, Inc., a Massachusetts non-profit corporation (the "Project Entity") for the purpose of constructing a multi-use community center to be known as the Quad Communities Arts, Recreation and Health Center (the "Project") on the Community Center Property; and

WHEREAS, the Park District will hold a 90% membership interest in the Project Entity, and TCB will hold the remaining 10% membership interest; and

WHEREAS, the Project will contain approximately 30,000 square feet, and will include a gymnasium with a basketball court, fitness center, indoor pool, lobby/gallery/meeting hall, locker rooms/restrooms, administrative space, and flexible multi-use art, educational and community spaces; and

WHEREAS, the estimated total cost of the Project is \$17,567,328 (the "Project Budget"); and

WHEREAS, the Project is expected to receive funds from three primary sources: approximately \$5,267,328 in tax credit equity raised by the CDEs; approximately \$8,000,000 from the CHA, subject to approval by the United States Department of Housing and Urban Development; and approximately \$4,300,000 in tax increment financing assistance from the City (as further described below); and

WHEREAS, upon acquisition of the Community Center/Field House Property, the City desires to lease such property to the Project Entity pursuant to a ground lease agreement in substantially the form attached hereto as Exhibit D (the "Ground Lease Agreement"); and

WHEREAS, in order to comply with NMTC Program regulations, the Project Entity will construct and own the Project, but the Park District will enter into a sublease with the Project Entity to operate the Project (the "Sublease Agreement"); and

WHEREAS, after discharge in full of any loans owing to the CDEs and after such time as the CDEs and their successors and assigns have no further interest in the Project (the "Loan");

Satisfaction Date”), the City may desire to convey all of its right, title and interest in the Community Center/Field House Property to the Park District, subject to the Ground Lease; and

WHEREAS, prior to the conveyance of the Community Center/Field House Property to the Park District as described above, the City shall seek Chicago Plan Commission and Community Development Commission (“CDC”) approvals for such disposition; and

WHEREAS, it is anticipated that the Park District Board will adopt a resolution at its meeting on September 10, 2014, approving (a) the execution of the Ground Lease by the Project Entity, (b) the execution of the Sublease Agreement by the Park District, and (c) the acceptance of the conveyance of the Community Center/Field House Property from the City after the Loan Satisfaction Date, if the City elects to convey such property; and

WHEREAS, the City has established the CDC to, among other things, designate redevelopment areas, approve redevelopment plans, and recommend the sale or lease of parcels located in redevelopment areas, subject to the approval of the City Council of the City (“City Council”); and

WHEREAS, pursuant to ordinances adopted by the City Council on November 4, 1998, and published at pages 80642 and 80644 through 80777 in the Journal of the Proceedings of the City Council (“Journal”) of such date, the City Council: (a) approved and adopted a redevelopment plan and project (as amended, the “TIF Plan”) for a portion of the City known as the Bronzeville Redevelopment Project Area (as amended, the “TIF Area”); (ii) designated the TIF Area as a redevelopment project area; and (iii) adopted tax increment allocation financing for the TIF Area, all in accordance with the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, *et seq.* (“the “TIF Act”); and

WHEREAS, the Department of Planning and Development (the “Department”) is seeking separate authorization to amend the TIF Plan to (a) expand the boundaries of the TIF Area to add approximately 68.7 acres of land, including the Community Center/Field House Property, (b) update the budget, and (c) update certain language to reflect changes to the TIF Act (the “Bronzeville TIF Area Amendment”); and

WHEREAS, by Resolution No. 14-CDC-26, adopted on July 8, 2014, the CDC recommended approval of the Bronzeville TIF Area Amendment; and

WHEREAS, following the passage and approval of the Bronzeville TIF Area Amendment by the City Council, the Department intends to introduce an ordinance authorizing the Department to enter into a redevelopment agreement with the Project Entity and/or TCB (as such agreement may be amended, supplemented or restated from time to time, the “TIF RDA”), pursuant to which the Department will make available to the Project Entity and/or TCB approximately \$4,300,000 in tax increment financing assistance for the payment of eligible redevelopment project costs associated with the Project; and

WHEREAS, the Project is consistent with the purposes and objectives of the TIF Plan, as amended by the Bronzeville TIF Area Amendment; and

WHEREAS, the Project Entity has agreed to undertake the Project in accordance with the TIF Plan, as amended by the Bronzeville TIF Area Amendment, and pursuant to the terms and conditions of the TIF RDA; and

WHEREAS, the City Council finds that it is necessary or convenient to acquire the Community Center/Field House Property from the Park District and the Board, and thereafter transfer a leasehold interest in the Community Center/Field House Property to the Project Entity for the construction and operation of the Project; and

WHEREAS, the City Council finds that the Project will serve an important public purpose by providing a Class A arts and recreation center to serve the south side communities of Kenwood, Oakland, Douglas and Grand Boulevard, including the Oakwood Shores CHA project; providing high quality arts and recreational programs for youth, adults, seniors, and families; offering quality after-school and summer programs for youth; serving as a community anchor that will improve quality of life and assist in facilitating other development through stabilization of the neighborhood; providing a place for residents to meet and participate in their community; providing positive alternatives for children and youth in the community; and providing flexible spaces for evolving community needs; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contracts and other agreements; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, similarly authorizes public agencies, including units of local government and school districts, to contract with one another to perform any governmental service, activity or undertaking; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, authorizes and provides for municipalities to convey, grant or transfer real estate held by the municipality to any other municipality upon the agreement of the corporate authorities governing the respective parties; and

WHEREAS, on August 21, 2014, the Chicago Plan Commission approved the acquisition of the Community Center/Field House Property from the Park District and the Board, and the subsequent ground lease of the Community Center/Field House Property to the Project Entity; and

WHEREAS, the Department has recommended that the City Council (a) approve the acquisition of the Community Center/Field House Property; (b) approve the lease of the Community Center/Field House Property to the Project Entity; (c) authorize the execution of the Ground Lease Agreement; and (d) authorize the subsequent conveyance of the Community Center/Field House Property to the Park District, subject to the Ground Lease, after the Loan Satisfaction Date; ***now, therefore,***

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined and declared and found that it is useful, desirable and necessary that the City acquire the Community Center/Field House Property for the public purpose of facilitating the development of the Project and in furtherance of the purposes and objectives of the TIF Plan, as amended by the Bronzeville TIF Area Amendment.

SECTION 3. The City's acquisition of the Park District Property from the Park District for \$1.00 is hereby approved. The Department is hereby authorized to accept on behalf of the City a deed of conveyance from the Park District for the Park District Property, subject to the approval of the Corporation Counsel.

SECTION 4. The City's acquisition of the Board of Education Property from the Board for \$1.00 is hereby approved. The Department is hereby authorized to accept on behalf of the City a deed of conveyance from the Board for the Board of Education Property, subject to the approval of the Corporation Counsel.

SECTION 5. The lease of the Community Center/Field House Property to the Project Entity for a maximum term of 99 years for rent in the amount of \$1.00 is hereby approved. This approval is expressly conditioned upon the City entering into the Ground Lease Agreement with the Project Entity. The Commissioner of the Department, or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Ground Lease Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Ground Lease Agreement, and such other supporting documents as may be necessary or appropriate to implement the provisions of this ordinance.

SECTION 6. After the Loan Satisfaction Date, the City is authorized to convey the Community Center/Field House Property to the Park District for \$1.00, subject to the Ground Lease. The Mayor or his proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed conveying to the Park District all right, title and interest of the City in and to the Community Center/Field House Property.

SECTION 7. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 8. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. This ordinance shall take effect immediately upon its passage and approval.

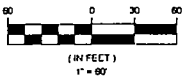
Attachments: Exhibit A – Depiction of Board of Education and Park District Property
Exhibit B – Legal Description of Board of Education Property
Exhibit C – Legal Description of Park District Property
Exhibit D – Ground Lease Agreement

EXHIBIT A

DEPICTION OF BOARD OF EDUCATION AND PARK DISTRICT PROPERTY

(ATTACHED)

GRAPHIC SCALE



GREMLEY & BIEDERMANN

PLCS Corporation
A Division of
LORAN & BROS.

PROFESSIONAL LAND SURVEYORS

1505 NORTH ELLIS AVENUE CHICAGO, IL 60642
Telephone (773) 680-5122 Fax (773) 226-4114 Email: info@plcs.com

EXHIBIT

PARCEL 1

LOTS 1 TO 9 AND 16 FOOT ALLEY WEST AND ADJOINING LOTS 1 TO 9 IN SUBDIVISION OF LOT 3 IN BLOCK 4 IN ELLIS' WEST (OR FIRST) ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 86.06 ACRES OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

ALSO,

LOTS 1 THROUGH 8 (AND PART OF VACATED ALLEY NORTH OF AND ADJACENT THERETO), IN WESTON'S SUBDIVISION OF LOTS 4, 7 AND 8 IN BLOCK 4 OF ELLIS' WEST ADDITION TO CHICAGO, ALL IN SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2

LOTS 1 AND 2 AND THAT PART OF LOT 3 IN ELLIS' EAST (OR SECOND) ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH VACATED VINCENNES AVENUE, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN WESTON'S SUBDIVISION OF LOTS 4, 7 AND 8 IN BLOCK 4 OF ELLIS' WEST ADDITION TO CHICAGO IN SECTION, TOWNSHIP AND RANGE AFORESAID, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF VACATED VINCENNES AVENUE, THENCE NORTH 12°32'00" EAST ALONG SAID NORTHWESTERLY LINE OF VACATED VINCENNES AVENUE 411.74 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SUBDIVISION OF LOT 3 IN BLOCK 4 IN ELLIS' WEST (OR FIRST) ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 86.06 ACRES OF THE SECTION, TOWNSHIP AND RANGE AFORESAID BEING ALSO A POINT ON THE SOUTH LINE OF THE ORIGINAL 66 FOOT WIDE EAST 35TH STREET, THENCE NORTH 89°58'06" EAST ALONG THE LAST MENTIONED SOUTH LINE 19.76 FEET TO ITS POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF THE 66 FOOT WIDE SOUTH COTTAGE GROVE AVENUE, THENCE SOUTH 19°58'00" EAST ALONG THE LAST MENTIONED SOUTHWESTERLY LINE AND ITS NORTHWESTERLY EXTENSION 501.04 FEET TO ITS POINT OF INTERSECTION WITH A LINE DRAWN 300.00 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF VACATED EAST 36TH STREET, THENCE SOUTH 69°38'18" WEST ALONG THE LAST MENTIONED PARALLEL LINE 150.00 FEET TO ITS POINT OF INTERSECTION WITH A LINE DRAWN 150.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SOUTH COTTAGE GROVE AVENUE AFORESAID, THENCE SOUTH 19°58'00" EAST ALONG THE LAST MENTIONED PARALLEL LINE 21.38 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 3, THENCE NORTH 77°14'07" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3 A DISTANCE OF 108.02 FEET TO THE SOUTHEASTERLY LINE OF THE 66 FOOT WIDE VINCENNES AVENUE, THENCE NORTH 12°32'00" EAST ALONG THE SOUTHEASTERLY LINE OF VINCENNES AVENUE 120.47 FEET TO THE SOUTH LINE OF THE AFORESAID VACATED VINCENNES AVENUE, THENCE SOUTH 89°49'53" WEST ALONG THE SOUTH LINE OF THE AFORESAID VACATED VINCENNES AVENUE 67.66 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

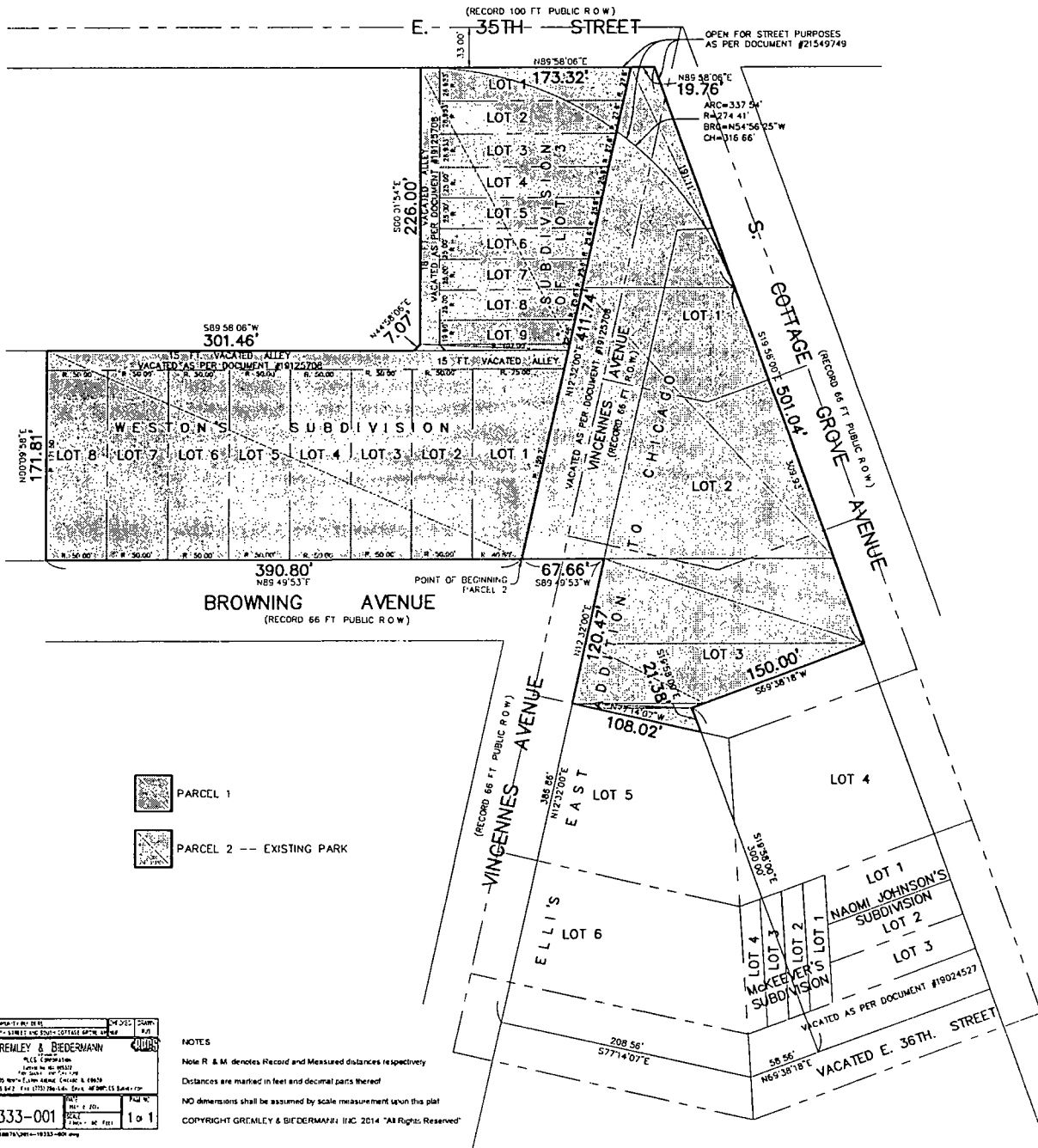


EXHIBIT B

LEGAL DESCRIPTION OF BOARD OF EDUCATION PROPERTY

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1:

LOTS 1 TO 9 AND 16 FOOT ALLEY WEST AND ADJOINING LOTS 1 TO 9 IN SUBDIVISION OF LOT 3 IN BLOCK 4 IN ELLIS' WEST (OR FIRST) ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 86.06 ACRES OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

ALSO,

LOTS 1 THROUGH 8 (AND PART OF VACATED ALLEY NORTH OF AND ADJACENT THERETO), IN WESTON'S SUBDIVISION OF LOTS 4, 7 AND 8 IN BLOCK 4 OF ELLIS' WEST ADDITION TO CHICAGO, ALL IN SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 17-34-402-067, 17-34-402-076, 17-34-402-068

EXHIBIT C

LEGAL DESCRIPTION OF PARK DISTRICT PROPERTY

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 2:

LOTS 1 AND 2 AND THAT PART OF LOT 3 IN ELLIS' EAST (OR SECOND) ADDITION TO CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH VACATED VINCENNES AVENUE, ALL TAKEN AS A TRACT, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN WESTON'S SUBDIVISION OF LOTS 4, 7 AND 8 IN BLOCK 4 OF ELLIS' WEST ADDITION TO CHICAGO IN SECTION, TOWNSHIP AND RANGE AFORESAID, BEING ALSO A POINT ON THE NORTHWESTERLY LINE OF VACATED VINCENNES AVENUE; THENCE NORTH 12°32'00" EAST ALONG SAID NORTHWESTERLY LINE OF VACATED VINCENNES AVENUE 411.74 FEET TO THE NORTHEAST CORNER OF LOT 1 IN SUBDIVISION OF LOT 3 IN BLOCK 4 IN ELLIS' WEST (OR FIRST) ADDITION TO CHICAGO, A SUBDIVISION OF THE WEST 86.06 ACRES OF THE SECTION, TOWNSHIP AND RANGE AFORESAID BEING ALSO A POINT ON THE SOUTH LINE OF THE ORIGINAL 66 FOOT WIDE EAST 35TH STREET; THENCE NORTH 89°58'06" EAST ALONG THE LAST MENTIONED SOUTH LINE 19.76 FEET TO IT POINT OF INTERSECTION WITH THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF THE 66 FOOT WIDE SOUTH COTTAGE GROVE AVENUE; THENCE SOUTH 19°58'00" EAST ALONG THE LAST MENTIONED SOUTHWESTERLY LINE AND ITS NORTHWESTERLY EXTENSION 501.04 FEET TO ITS POINT OF INTERSECTION WITH A LINE DRAWN 300.00 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF VACATED EAST 36TH STREET; THENCE SOUTH 69°38'18" WEST ALONG THE LAST MENTIONED PARALLEL LINE 150.00 FEET TO ITS POINT OF INTERSECTION WITH A LINE DRAWN 150.00 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SOUTH COTTAGE GROVE AVENUE AFORESAID; THENCE SOUTH 19°58'00" EAST ALONG THE LAST MENTIONED PARALLEL LINE 21.38 FEET TO THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE NORTH 77°14'07" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3 A DISTANCE OF 108.02 FEET TO THE SOUTHEASTERLY LINE OF THE 66 FOOT WIDE VINCENNES AVENUE; THENCE NORTH 12°32'00" EAST ALONG THE SOUTHEASTERLY LINE OF VINCENNES AVENUE 120.47 FEET TO THE SOUTH LINE OF THE AFORESAID VACATED VINCENNES AVENUE; THENCE SOUTH 89°49'53" WEST ALONG THE SOUTH LINE OF THE AFORESAID VACATED VINCENNES AVENUE 67.66 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 17-34-405-032

EXHIBIT D

GROUND LEASE AGREEMENT

(ATTACHED)

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "**Lease**") is made and entered into as of the [] day of [], 2014 (the "**Effective Date**") by and between the City of Chicago, an Illinois municipal corporation, as landlord ("**Landlord**" or "**City**"), acting by and through its Department of Planning and Development ("**DPD**"), and Quad Communities Arts Recreation and Health Center LLC, an Illinois limited liability company, as tenant ("**Tenant**").

RECITALS:

A. Landlord is the owner of certain parcels of land located in the City of Chicago, Illinois, more particularly described in **Exhibit A** attached hereto (the "**Land**"). The Land is comprised of approximately [] acres, and is generally located at the southwest corner of East 35th Street and South Cottage Grove Avenue adjacent to Doolittle Elementary School and Ellis Park.

B. Landlord acquired the Land on or about the date hereof from the Chicago Park District (the "**Park District**") and the Board of Education of the City of Chicago (the "**Board**") in order to facilitate the financing, development and operation of a new multi-use community recreation center for the benefit of the general public (the "**Project**").

C. Tenant is a new entity created by the Park District and The Community Builders, Inc. ("**TCB**") for the purpose of securing New Markets Tax Credit ("**NMTC**") financing for the Project. The Park District and TCB hold 90% and 10% membership interests, respectively, in Tenant.

D. Pursuant to a separate redevelopment agreement to be entered into between Landlord, TCB and Tenant (as such agreement may be amended, supplemented or restated from time to time, the "**TIF RDA**"), DPD intends to grant to TCB \$[4,300,000] (the "**TIF Funds**") to be used exclusively in connection with the financing and construction of the Project.

E. Landlord has agreed to lease the Land to Tenant for \$1.00 in consideration of the obligations of Tenant to construct and operate the Project in accordance with the terms and conditions of this Lease and the TIF RDA.

F. Upon completion of the Project, Tenant will sublease the Land and Improvements (as hereinafter defined) to the Park District for operation in accordance with the terms of a sublease agreement.

G. The City Council, pursuant to an ordinance adopted on October [], 2014, and published at pages [] through [] in the Journal of such date (the "**Project Ordinance**"), authorized the execution of this Lease.

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 agree as follows:

SECTION 1. **Definitions.**

Various terms are defined within the text of this Lease. Wherever such terms are used in this Lease, they shall have the meanings given at their respective places of definition.

SECTION 2.
Premises; Improvements.

2.01 **Premises.** For the rents and upon the terms and conditions hereinafter set forth, Landlord hereby leases and demises to Tenant the Land. The Land and any improvements constructed thereon or hereafter constructed thereon (including the Improvements (as defined in Section 5.02) shall be referred to herein as the "**Premises.**" This Lease is subject to all easements, encroachments, covenants and restrictions of record and not shown of record and such other title defects as may exist on the Commencement Date.

2.02 **Appurtenant Rights.** In addition to the Land, Landlord hereby leases and demises to Tenant all right, title and interests of Landlord in and to rights-of-way, real estate lying in any street or alley, easements, licenses, and other rights and privileges, hereditaments, and appurtenances now or hereafter belonging to or benefiting the Land or any portion thereof.

SECTION 3.
Commencement Date; Term.

3.01 **Commencement Date.** The Tenant's right of possession and its obligations under this Lease shall commence on the date hereof (the "**Commencement Date**"). Tenant shall begin paying Rent on the Commencement Date.

3.02 **Term.** The term of this Lease shall be ninety-nine (99) years (the "**Term**"), commencing on the Commencement Date and expiring on the last day of the month in which the ninety-ninth (99th) anniversary of the Commencement Date occurs (the "**Expiration Date**").

SECTION 4.
Rent.

4.01 **Rent.** In consideration of the covenants set forth herein, Tenant covenants and agrees to pay to Landlord ONE DOLLAR (\$1.00) per year as annual rent during the Term (the "**Rent**"). Landlord confirms and agrees that contemporaneously with the execution of this Lease, Tenant has prepaid the Rent for the entire Term.

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

4.03 **Reimbursements to Landlord; Arrearages.** Tenant shall reimburse Landlord for all reasonable expenditures, costs, expenses and fees, including reasonable attorneys' fees, made or incurred by Landlord in curing any Event of Default of Tenant for which Landlord has given Tenant the notice required under Section 22, if any. Such amounts shall become due upon delivery by Landlord, after the expiration of the notice and cure period afforded Tenant, if any, of written notice stating the amount of such expenditures, costs, expenses and fees by Landlord. Tenant shall also pay to Landlord upon delivery of notice by Landlord, all amounts payable to Landlord as reimbursements or indemnities pursuant to this Lease.

4.04 **Interest on Overdue Amounts.** All Rent and other amounts due to Landlord hereunder that are not paid prior to the expiration of the applicable cure period, if any, shall bear

interest at the prime rate of interest charged by U.S. money center commercial banks as published in *The Wall Street Journal* (or such other financial newspaper selected by Landlord if *The Wall Street Journal* ceases to publish such prime rate of interest) from the due date to the date received by Landlord. Such interest shall be payable by Tenant to Landlord upon demand. The collection of such interest by Landlord shall not limit or modify any other right or remedy of Landlord under this Lease or otherwise available to Landlord by reason of Tenant's failure to pay such amount when due or by reason of any other Event of Default.

SECTION 5.

Construction of Tenant's Improvements; Alterations.

5.01 Environmental Release and Indemnification.

(A) For purposes of this Section 5.01, "**Hazardous Material**" shall mean, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986, "**CERCLA**") (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.), Federal Clean Water Act of 1977, as amended (33 U.S.C. Section 1257 et seq.), Federal Clean Air Act, as amended (42 U.S.C. Sections 7401-7626), Federal Insecticide, Fungicide, and Rodenticide Act, Federal Pesticide Act of 1978, as amended (7 U.S.C. Paragraph 13 et seq.), Federal Toxic Substances Control Act, as amended (15 U.S.C. Section 2601 et seq.), Federal Safe Drinking Water Act, as amended (42 U.S.C. Section 300(f) et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. Section 651), the Emergency Planning and Community Right-to-Know Act of 1986, (42 U.S.C. Section 11001 et seq.), the Mine Safety and Health Act of 1977, as amended (30 U.S.C. Section 801 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f et seq.), and in the regulations adopted and publications promulgated pursuant thereto, as well as any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term, by any federal, state or local environmental statute, regulation, or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time.

(B) Tenant acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental condition and risks of the Premises and accepts the risk that any inspection may not disclose all material matters affecting the Premises. Tenant agrees to accept the Premises in its "as is," "where is" and "with all faults" condition on the Commencement Date without any covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Premises or the suitability of the Premises for any purpose whatsoever. Tenant acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the Landlord or its agents or employees with respect thereto. Tenant agrees that it is Tenant's sole responsibility and obligation to perform any environmental remediation work and take such other action as is necessary to put the Premises in a condition which is suitable for its intended use.

(C) Tenant shall not cause any Hazardous Material to be generated, stored, buried or deposited over, beneath, in or on (or used in the construction of) the Improvements, other than in accordance with applicable Laws.

(D) Tenant, on behalf of itself, and any person or entity directly or indirectly controlling, controlled by or under common control with Tenant (collectively, "**Affiliates**") and the respective officers, directors, employees, agents, successors and assigns of Tenant and its Affiliates (collectively, the "**Tenant Parties**"), hereby release, relinquish and forever discharge Landlord, and its officers, employees and agents (collectively, the "**Landlord Parties**") from and against any and all liabilities, claims, suits, fines, penalties, damages, losses, charges, costs, expenses and fees (including attorney's fees) (collectively, "**Liabilities**") which the Tenant Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Premises or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Material, or threatened release, emission or discharge of Hazardous Material; (b) the structural, physical or environmental condition of the Premises, including, without limitation, the presence or suspected presence of Hazardous Material in, on, under or about the Premises or the migration of Hazardous Material from or to other property; (c) any violation of, compliance with, enforcement of or liability under any environmental laws, including, without limitation, any Liabilities arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Premises or any improvements, facilities or operations located or formerly located thereon (collectively, "**Environmental Claims**"). Furthermore, the Tenant Parties shall defend, indemnify, and hold the Landlord Parties harmless from and against any and all Liabilities which may be made or asserted by any third parties against the Landlord Parties arising out of or in any way connected with, directly or indirectly, any of the Environmental Claims. Notwithstanding anything to the contrary contained herein, the foregoing indemnity and release shall not include any environmental condition caused by the actions or conduct of Landlord or its agents or contractors after the Commencement Date.

5.02 Improvements. Tenant shall construct and operate a facility and other improvements on the Land in compliance with the TIF RDA, all applicable Laws, and the use restrictions set forth in Section 10. All buildings, structures, improvements, betterments, enhancements, installations and facilities, and all alterations, modifications, additions, restorations and replacements thereof or thereto, including without limitation all roadways, parking lots and parking areas, landscaping and all utilities services facilities and installations, which are, during the Term of this Lease, constructed, erected, installed or otherwise placed on, over or under the Land or any portion thereof shall be collectively referred to herein as the "**Improvements**." Any such construction of the Improvements shall be completed in accordance with applicable Laws (as defined herein) and this Lease. "**Laws**" shall mean and include the following (including, without limitation, any environmental law), as the same may be applicable and in effect from time to time: (i) federal, state and municipal statutes, laws, ordinances, codes, orders and regulations; (ii) all judicial decisions, rulings, regulations, permits, or ordinances of any governmental or quasi-governmental authority; and (iii) any and all

covenants, conditions, and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature in effect as of the Effective Date that relate in any way or are applicable to the Premises or the use, ownership or occupancy thereof.

5.03 **Alterations.** Tenant, at Tenant's sole cost and expense, shall have the right to make alterations to the Premises during the Term, provided such alterations comply with the TIF RDA and all applicable Laws pertaining to such alterations. To the extent Tenant's proposed alterations are structural alterations, Landlord shall have the right to approve the final renderings of such proposed structural alterations, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall indicate its approval of such proposed structural alterations, or its specific objections thereto, in writing within thirty (30) days after receipt thereof, failing which, such proposed structural alterations shall be deemed approved as so submitted. If Landlord provides specific objections to the proposed structural alterations, Tenant shall resubmit the alterations within thirty (30) days after Landlord's response, and Landlord shall indicate its approval of such proposed structural alterations, or its specific objections thereto, in writing within fifteen (15) days thereafter, failing which such proposed structural alterations shall be deemed approved as so submitted. This process shall continue until the proposed structural alterations are finally approved or deemed approved.

SECTION 6.

Maintenance and Repair Obligations.

Tenant shall be responsible for the maintenance and repair of the Premises and all Improvements and shall keep the Premises and such Improvements in good condition and repair, reasonable wear and tear, the effects of aging, eminent domain, and damage or destruction of the Premises by fire or other casualty excepted. Tenant shall, at its sole expense, maintain the Premises in compliance with all applicable Laws, including, without limitation, all applicable provisions of the Municipal Code. Without limiting the foregoing, Tenant, at its sole expense, shall promptly remove all accumulated snow, ice, litter and debris from any and all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas and entrances, remove graffiti, and keep all portions of the Premises in a clean, orderly and lawful condition. Tenant shall at all times exercise due diligence in protecting the Premises against damage or destruction by fire and other causes. Tenant shall provide and pay for all custodial service, scavenger service, building maintenance and grounds maintenance for the Premises. Tenant acknowledges and agrees that, from and after the Commencement Date, the Landlord shall have no maintenance, repair, replacement or other duty of any kind or nature with respect to the Premises or the Improvements.

SECTION 7.

Taxes.

7.01 **Taxes Defined.** Tenant shall be responsible for the payment of Taxes (as herein defined) on an accrual basis in accordance with the terms of this Lease. "**Taxes**" shall mean real estate taxes and assessments, general and special, levied upon the Land and/or the Improvements thereon in whole or in part. Notwithstanding the foregoing and in either case, Tenant shall not be liable for, and Taxes shall not include any taxes or assessments attributable to any period of time other than the Term. Any Tax relating to a fiscal period of a taxing authority a part of which period is included within the Term of this Lease and a part of which is included in a period of time before or after the termination of the Term of this Lease, shall be adjusted as between Landlord and Tenant, so that Landlord shall pay that proportion of such Tax which accrued in the period of time before or after the termination of the Term of this Lease, and Tenant shall pay the remainder thereof.

7.02 Tenant's Payment of Taxes. Notwithstanding anything in this Section 7 to the contrary, Tenant shall pay Taxes directly to the taxing authority on or before the last day on which Taxes may be paid without penalty or interest. Tenant shall be responsible for obtaining such tax bills directly from the tax assessor. Upon the written request of Landlord, Tenant shall in each instance submit to Landlord, within thirty (30) days after such request, a receipt or other reasonable evidence showing the payment of Taxes.

7.03 Tenant's Right to Contest. Tenant shall be entitled to contest, in good faith, in the name of Landlord or Tenant, by appropriate proceedings diligently conducted, the validity or applicability, as the case may be, of any Tax or other governmental charges to the extent payable by Tenant hereunder. Landlord shall reasonably cooperate with Tenant in any such contest which Tenant shall elect to undertake, and to that end shall make available to Tenant, at no out of pocket cost or expense to Landlord, all books and records of Landlord and all employees and agents of Landlord with personal knowledge of facts relating to any such contest. Any such contest which Tenant shall elect to undertake shall be at Tenant's expense. Any refund or the applicable portion thereof resulting from such contest shall be the property of Tenant. Any refunds of Taxes received by Landlord (whether during or after the Term) as a result of any contest of the amount, validity or application of any Taxes which applied to the Term shall be refunded to Tenant promptly upon receipt.

SECTION 8.

Insurance.

8.01 Insurance Coverage.

(A) Tenant shall, at Tenant's sole cost and expense, keep the Improvements which are a part of the Premises insured at all times throughout the Term against all risk of physical loss, including but not limited to, loss or damage by fire, lightning, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, aircraft and vehicles, vandalism and malicious mischief, sprinkler leakage, collapse or earthquake to the extent coverage for such risks is from time to time customarily available at commercially reasonable rates in the commercial property insurance market for such Improvements, in an amount not less than 100% of the full insurable value of such Improvements. The term "full insurable value" shall mean the actual replacement cost (excluding foundation and excavation costs) less physical depreciation.

(B) Tenant shall, at Tenant's sole cost and expense, at all times throughout the Term, but for the mutual benefit of Landlord and Tenant, maintain the kinds and amounts of insurance coverage as specified on Exhibit B, attached hereto, insuring all operations related to this Lease with insurance companies authorized to do business in the State of Illinois.

(C) All policies of insurance provided for in Section 8.01(A) hereof shall name Landlord and, all policies of insurance provided for in Section 8.01(B) shall name Landlord and Tenant as insureds as their respective interests may appear. In addition, the policies of insurance provided for in Section 8.01(A) may also name as insureds as their interests may appear any Approved Mortgagee. All such policies of insurance shall provide that any loss shall be payable as therein provided notwithstanding any act or negligence of Tenant or any tenant or other occupant of the Premises which might otherwise result in a forfeiture of said insurance.

(D) Upon the execution and delivery of this Lease, and thereafter not later than fifteen (15) days prior to the expiration date of an expiring policy theretofore furnished pursuant to this Section 8, certificates of insurance evidencing the required coverages, bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Landlord of such payment, shall be delivered by Tenant to Landlord. Upon request from Landlord, Tenant shall deliver to Landlord duplicate originals or certified copies of the policies required by this Section 8

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

8.02 General Indemnification and Release. Tenant is and shall be in exclusive control and possession of the Premises as provided herein, and agrees to assume all risk of damage or loss to property and injury or death to persons by reason of or incident to the possession and/or use of the Premises, or the activities conducted by any Tenant Parties under this Lease. The Tenant Parties expressly waive all claims against the Landlord Parties (except claims arising from Landlord's gross negligence or intentional misconduct or a breach of Landlord's obligations under this Lease) for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities under this Lease. Unless arising from Landlord's gross negligence or intentional misconduct or a breach of Landlord's obligations under this Lease, Tenant Parties agrees to indemnify, defend and save Landlord Parties harmless from and against all Liabilities which may be imposed upon, incurred by or asserted against Landlord Parties by reason of any of the following occurring during the Term:

(A) any use, non-use, possession, occupation, condition, operation, repair, maintenance or management of the Premises, or any part thereof, or any occurrence of any of the same;

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

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

(D) any litigation or proceeding related to the Premises or this Lease to which Landlord becomes or is made a party without fault on its part, whether commenced by or against Tenant; provided, however, that the foregoing indemnity shall not apply to a proceeding instituted by Tenant against Landlord or by Landlord against Tenant; and

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

The foregoing release and indemnity shall survive any termination of this Lease.

SECTION 9.

Utilities.

Tenant shall be responsible for all tap-in or hook-up fees for utility services to the Premises. Tenant shall pay when due all charges of every nature, kind or description for all utility services provided exclusively to the Premises, including, without limitation, all charges for water, gas, electricity, telephone, garbage and sewage services, directly to the utility service provider. Landlord shall not be liable for any interruption or failure in the supply or character of any such utility services.

SECTION 10.

Use.

10.1 Permitted Use. The Premises shall be used for the construction of the Project and the recreational benefit of the general public; provided that after a default under the Initial Approved Mortgage, the Tenant and any subtenants of the Tenant shall be able to charge individuals and/or organizations a fee for use of the Premises to be determined in the sole and absolute discretion of Tenant and/or its subtenants. The foregoing shall not be deemed to limit in any respect the rent that may be charged at any time by the Tenant or any subtenants of the Tenant. [Further restrictions may be added to satisfy HUD and NMTC financing requirements.]

10.02 Prohibited Uses. Tenant shall not use the Premises in any manner that would (a) violate any Laws that may be applicable to the Premises or to the use of the Premises, (b) constitute a public or private nuisance, (c) materially damage or waste the Premises, (d) give rise to a claim of adverse possession or usage by any third party, (e) discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income; or (f) cause a fire hazard or safety hazard.

SECTION 11.

Signage.

Tenant may not install any signage on the Premises without the Landlord's prior approval.

SECTION 12.

Assignment and Subletting.

12.01 Assignment and Subletting. Tenant may not transfer or assign any of its interest in this Lease, or sublet or permit others to use or occupy any portion of the Premises, or grant any license, concession, franchise or other rights or interest in this Lease or the Premises, voluntarily, by operation of law or otherwise, without in each case obtaining the Landlord's prior written approval, except as allowed under the TIF RDA and Section 12.02 hereof. Notwithstanding the foregoing, Tenant may sublease the Premises to the Park District for operation of the Project. The Park District (and any other approved assignee, subtenant or licensee) shall comply with all of the terms of this Lease, including, but not limited to the use provisions set forth in Section 10. Any attempt by Tenant to transfer an interest in this Lease or the Premises, by document or other agreement or by operation of law in violation of the terms of this Lease, shall be void and confer no rights on any third party and shall, at the Landlord's option, constitute a default under this Lease. If the Landlord permits any assignment hereunder, the assignee shall be deemed to have assumed all of the obligations of Tenant under this Lease. No assignment or sublease shall relieve Tenant of any of its obligations hereunder.

Landlord's approval pursuant to this Section 12.01 shall not be unreasonably withheld, conditioned or delayed.

12.02 Mortgage Liens. Tenant shall have the right to mortgage or otherwise encumber this Lease or the Improvements in connection with Tenant's financing of the Improvements as described below, and only as described below.

(A) Right to Encumber. Tenant shall have the right to encumber all of Tenant's right, title and interest in the Premises subject to the provisions of this Lease, pursuant to (i) that certain [Leasehold Mortgage With Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing] of even date herewith (the "**Initial Approved Mortgage**") entered into by Tenant for the benefit of TCB SUB-CDE VII, LLC, a Massachusetts limited liability company, IFF Capital VIII, LLC, an Illinois limited liability company and CNMC Sub-CDE [], LLC, a Delaware limited liability company, and their respective successors, participants and assigns (collectively, the "**Initial Approved Mortgagees**", and each, an "**Initial Approved Mortgagee**"); and (ii) any subsequent mortgages granted by Tenant to subsequent lenders thereto, provided such mortgages are permitted under the terms of the TIF RDA (each such lender and each of the Initial Approved Mortgagees being an "**Approved Mortgagee**") to secure any refinancing or replacement of all or a portion of the Initial Approved Mortgage or other financing of Tenant (collectively with such Initial Approved Mortgage, "**Approved Mortgages**"). No Approved Mortgage shall extend to or affect any portion of Landlord's fee title interest. Except as provided in this Lease, any Approved Mortgage shall by its terms be made expressly subject and subordinate to all Landlord's rights under this Lease, and Landlord shall not be required to mortgage its fee estate in connection therewith, nor shall Landlord be required to join in the Approved Mortgage. Landlord shall not be bound to recognize any Approved Mortgagee unless such Approved Mortgagee or Tenant shall have notified Landlord of the existence of such Approved Mortgage and of the name and address of such Approved Mortgagee as further provided in this Section. It shall be a condition of Landlord's obligations under this Section 12.02 that the Approved Mortgagee agree to give Landlord a notice of any event of default by Tenant under the Approved Mortgage.

(B) Approved Mortgages. The documentation evidencing the Initial Approved Mortgage and the loans secured thereby is in a form acceptable to Landlord and Tenant. Landlord acknowledges that Initial Approved Mortgagees and Tenant may amend such documentation in the future and that no such amendment shall in any way diminish the effectiveness of the provisions of this Section 12.02. As used in this Section 12.02, the term "**Leasehold Interest**" means Tenant's interest in the Premises pursuant to this Lease. In no event shall Landlord be obligated to subject its interest in the Premises to an Approved Mortgage, and any Approved Mortgage shall be subject to the terms of this Lease. Each Approved Mortgage and Approved Mortgagee shall be subject to and shall have the benefit of this Lease. Promptly after granting an Approved Mortgage, Tenant shall deliver to the Landlord a written notice setting forth the name and address of the Approved Mortgagee, together with a true and complete copy of the Approved Mortgage. No Approved Mortgage shall be binding upon the Landlord in the enforcement of its rights and remedies under this Lease and by law, unless and until a copy thereof shall have been delivered to the Landlord.

(C) Approved Mortgage Not an Assignment. The making of an Approved Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of

the Leasehold Interest, nor shall an Approved Mortgagee be deemed to be an assignee or transferee of this Lease or of the Leasehold Interest so as to require the Approved Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder, but the purchaser at any foreclosure of any Approved Mortgage, or the assignee or transferee under any assignment or transfer in lieu of the foreclosure, or purchaser or transferee following exercise of a power of sale shall be deemed to be an assignee or transferee within the meaning of this Section, and shall be deemed to have agreed (unless expressly set forth to the contrary in this Lease) to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment or transfer, but only for so long as such purchaser or assignee or transferee is the owner of the Leasehold Interest.

(D) Rights of Approved Mortgagee. In connection with each Approved Mortgage, Landlord agrees with and for the benefit of each Approved Mortgagee as follows:

- (i) When delivering any notice, demand, election or other communication (any of the same being referred to in this Section as a "**Default Notice**") to Tenant with respect to any default under this Lease or any exercise of any right to terminate this Lease, the Landlord will also deliver a copy of any such Default Notice by registered or certified mail, or commercial courier service, to each Initial Approved Mortgagee and to any other Approved Mortgagee at the addresses furnished to Landlord. No such notice to Tenant shall be deemed to affect any rights of the Approved Mortgagee or to commence the running, as against the Approved Mortgagee, of any time period to cure unless and until such notice is given in said manner to the Approved Mortgagee. Landlord acknowledges that it has notice of the Initial Approved Mortgagees and that their addresses for notices are set forth below:

IFF Capital VIII, LLC:

IFF Capital VIII, LLC
1 N. LaSalle Street, Suite 700
Chicago, IL 60602
Fax: 312-629-0061
Attention: Tanya Vartivarian
Facsimile: (312) 629-0061

With a copy to:

Perkins Coie, LLP
131 South Dearborn, Suite 1700
Chicago, Illinois 60603
Attention: Robert D. Stephan
Facsimile: (312) 324-9626

TCB Sub-CDE VII, LLC:

TCB Sub-CDE VII, LLC

c/o The Community Builders, Inc.
95 Berkeley Street, Suite 500
Boston, MA 02116
Attention: General Counsel

CNMC Sub-CDE [], LLC:

CNMC Sub-CDE [], LLC
c/o JPMorgan Chase Bank, N.A.
10 S. Dearborn Street, 19th Floor
Mail Code: IL 1-0953
Chicago, Illinois 60603
Attention: NMTC Asset Manager

With a copy to:

CNMC Sub-CDE [], LLC
c/o JPMorgan Chase Bank, N.A.
125 South Main Street, Floor 2
Ann Arbor, Michigan 48104
Attention: Aaron T. Seybert

And to:

Dentons US LLP
233 South Wacker Drive, Suite 7800
Chicago, Illinois 60606
Attention: Jonathan M. Kaden

- (ii) Should Tenant default in respect of any of the provisions of this Lease, an Approved Mortgagee shall have the right, but not the obligation, to cure such default, and Landlord shall accept performance by or on behalf of the Approved Mortgagee as though, and with the same effect as if, it had been done or performed by Tenant. For such purpose, Landlord and Tenant hereby authorize Approved Mortgagees to enter upon the Premises and to exercise any of Tenant's rights and powers under this Lease, and subject to the provisions of this Lease, under the applicable Approved Mortgage. Upon compliance with the foregoing, any Default Notice shall be deemed rescinded and this Lease shall continue in full force and effect..
- (iii) The Approved Mortgagee will have a period of time after the service upon it of any Default Notice within which to cure the default specified in such notice, or cause it to be cured, which is the same period for cure allowed to Tenant under Section 18.02 hereof, plus an additional period of 30 days ("**Approved Mortgagee's Cure Period**"). If the default cannot reasonably be cured by the Approved Mortgagee within that period because of Tenant's ownership of the Leasehold Interest or possession of the Premises, Landlord shall forbear from exercising its rights to terminate the Lease as against the Approved Mortgagee (while reserving all rights against Tenant) on account of such default, provided that the

Approved Mortgagee (1) has cured all payment defaults and all other defaults which can reasonably be cured by the Approved Mortgagee without obtaining ownership of the Leasehold Interest or possession of the Premises, as the case may be, within the period of time allotted for cure, (2) within Approved Mortgagee's Cure Period has given written notice to Landlord of its intent to cure all other defaults, which notice shall specify the proceedings (including, but not limited to, foreclosure sale, receivership, or other actions) by which the Approved Mortgagee or any assignee, successor or designee thereof intends to secure possession of the Premises or ownership of the Leasehold Interest, and shall contain an assumption by the Approved Mortgagee or such assignee, successor or designee thereof of all of Tenant's obligations hereunder during the period of Landlord's forbearance, including, without limitation, the payment of all charges which then become due, (3) has begun proceedings to secure such possession or ownership within the Approved Mortgagee's Cure Period, and (4) thereafter prosecutes such proceedings with reasonable diligence.

- (iv) Provided the Approved Mortgagee has complied with subsection (iii) of this Section 12.02(D), any default by Tenant under any provision of this Lease which is not reasonably susceptible of being cured by the Approved Mortgagee during the cure period specified in subsection (ii) of this Section 12.02(D) shall be cured by the Approved Mortgagee (or its designee or nominee) or by any other purchasers or transferees of Tenant's interest under this Lease, whether at judicial foreclosure, trustee's sale or by an assignment of the Lease in lieu of foreclosure, within 10 days after acquisition for payment defaults, and within 30 days (or such longer period of time as is reasonably required under the circumstances) after acquisition for all non-payment defaults. It is agreed that payment of rent and other charges to be paid pursuant to this Lease are reasonably susceptible of being cured by the Approved Mortgagee.
- (v) Provided the Approved Mortgagee has complied with subsection (iii) of this Section 12.02(D), Landlord's consent shall not be required for an Approved Mortgagee or any nominee, assignee or other party designated by an Approved Mortgagee to become the owner of the Leasehold Interest upon the exercise of any remedy provided for in an Approved Mortgage (or upon the assignment of the Leasehold Interest in lieu of the exercise of any such remedy). If an Approved Mortgagee or any party designated by an Approved Mortgagee shall become the owner of the Leasehold Interest upon the exercise of any remedy provided for in an Approved Mortgage, then the Approved Mortgagee or such person or other entity (A) shall be liable for all obligations under the Lease accruing thereafter to the same extent as Tenant would have been, subject to subsection (ix) below, and shall cure all continuing defaults of Tenant as set forth in subsection (iii) above, but subject to subsection (iv) above, (B) shall have the right to assign to any other person the Leasehold Interest without Landlord's consent at any time thereafter, provided such assignee expressly assumes the obligations of Tenant hereunder, and (C) shall have the right to sublet all or a portion of the Premises, without Landlord's

consent, for use consistent with the permitted use provisions of this Lease.

- (vi) Provided the Approved Mortgagee has complied with subsection (iii) of this Section 12.02(D), if this Lease shall terminate for any reason including, but not limited to, a default under the Lease, or be rejected or disaffirmed pursuant to any bankruptcy law or any other law affecting creditors' rights, any Approved Mortgagee or its nominee or assignee shall have the right, and Landlord the corresponding obligation, exercisable by written notice to Landlord within sixty (60) days after such Approved Mortgagee receives notice of the effective date of such termination, to enter into a new lease of the Premises with Landlord subject, however, to the rights of subtenants under any applicable non-disturbance agreements. The term of said new lease shall begin on the date of the termination of this Lease and shall continue for the remainder of the full term of this Lease. Such new lease executed by the Approved Mortgagee or its nominee or assignee shall otherwise contain the same terms and conditions as those set forth herein, except for requirements that have already expired or been performed, and except for prior obligations of Tenant which are not curable as provided herein and which remain unperformed or unsatisfied; provided, however, the new Tenant thereunder shall cure within the applicable cure periods set forth above in this Section any existing defaults, or defaults which existed as of the termination of the Lease with Tenant, which are capable of being cured. It is the intention of the parties hereto that, to the fullest extent permitted by applicable law, such new lease shall have the same priority relative to other rights or interests to or in the fee estate in the land covered by the new lease as this Lease. The provisions of this Subsection (vi) shall survive the termination (but not the expiration) of this Lease and shall continue in full force and effect thereunder to the same extent as if this Subsection (vi) were a separate and independent contract among Landlord, Tenant and each Approved Mortgagee. From the date on which any Approved Mortgagee shall serve upon Landlord the aforesaid notice of the exercise of its right to a new lease, and subject to the obligation to cure defaults as provided above, a new lease shall be deemed to have been entered into effective as of the date of termination of this Lease and such Approved Mortgagee or its nominee or assignee may use and enjoy the Premises as permitted under this Lease without hindrance or interference by Landlord. At Landlord's or the Approved Mortgagee's request, the parties shall enter into an additional agreement with Landlord confirmatory of the provision of this Subsection (vi).
- (vii) Landlord shall not, in the event of any action, whether voluntary or otherwise, pending against Tenant or Landlord under the bankruptcy laws of the United States or any state thereof, (x) surrender its estate, or any portion thereof, nor terminate, cancel or acquiesce in the rejection of this Lease; or (y) modify, change, supplement, alter or amend this Lease in any respect, either orally or in writing. Notwithstanding the foregoing, Landlord agrees that in the event of the rejection of this Lease by Landlord's trustee in bankruptcy or otherwise pursuant to the Federal Bankruptcy Code or other similar laws, Tenant's right to remain in

possession of the Premises pursuant to Section 365 of the Federal Bankruptcy Code (or similar provisions of such other similar laws) shall be fully transferable pursuant to the terms of any Approved Mortgage.

- (viii) No surrender (except a surrender upon the expiration of the term of this Lease) by Tenant to Landlord of this Lease, or of the Premises or any part thereof, or of any interest therein, may occur except as with the consent of each Approved Mortgagee.
- (ix) In the event that an Approved Mortgagee or its nominee succeeds to Tenant's interest in this Lease, Landlord agrees to look solely to such interest in the Lease and to the improvements upon the Premises and to the profits and proceeds thereof for the performance of the obligations of Tenant hereunder, and shall never seek to recover against any other assets of the Approved Mortgagee or such nominee, and following the Approved Mortgagee's or nominee's assignment of any interest in the Lease, the Approved Mortgagee (or such nominee, as applicable) shall have no further liability to Landlord or any other party in connection with the Lease or the Premises.
- (x) For the avoidance of doubt, each Approved Mortgagee is an express third party beneficiary of this Section 12.02 of the Lease and shall be entitled to enforce the provisions hereof against Tenant and Landlord and their respective successors and assigns.

(E) Requirements for Notice. Any notice or other communication which Landlord shall desire or is required to give to or serve upon an Approved Mortgagee shall be in writing and shall be served by registered or certified mail, or commercial courier service, addressed to such Approved Mortgagee at its address as referenced in Section 12.02(D)(i) of this Lease, or at such other address as shall be designated from time to time by the Approved Mortgagee by notice given to Landlord in the manner required hereunder. Any notice or other communication which an Approved Mortgagee shall desire or is required to give to or serve upon Landlord shall be in writing and shall be served by registered or certified mail, or commercial courier service, addressed to Landlord at Landlord's address as set forth in Section 22 of this Lease, or at such other address as shall be designated from time to time by Landlord by notice given to such Approved Mortgagee in the manner required hereunder. Any such notice or communication shall be effective on the date such notice or communication is delivered to the party to whom it is given.

(F) No Modification without Approved Mortgagee's Consent. Except as otherwise expressly permitted herein, Landlord will not modify or amend or, except upon default (after affording each Approved Mortgagee the notice of and opportunity to cure such default as provided in this Section), cancel, surrender or terminate this Lease without the consent of each Approved Mortgagee. Any such modification, amendment, cancellation, surrender, or termination without the consent of each Approved Mortgagee (if such consent shall be required) shall be void and of no force or effect.

(G) Approved Mortgagee's Consent or Approval. Whenever any Approved Mortgagee's consent or approval is required hereunder, such consent or approval shall not be unreasonably withheld, and shall be given or withheld (with the reasons for

withholding the same specified in writing) within ten (10) business days after such Approved Mortgagee receives the written request for such consent or approval.

(H) Rights As Among Approved Mortgagees. In any case in which there shall be more than one Approved Mortgage, each Approved Mortgagee shall be entitled to the benefit of the provisions of this Section; provided, that (a) any actions or elections permitted to be taken or made hereunder shall be determined and exercised by the Approved Mortgagee whose Approved Mortgage is most senior in priority (unless otherwise directed in writing by such senior Approved Mortgagee), and (b) the time periods in this Section for any action or response by an Approved Mortgagee shall run concurrently for all Approved Mortgagees.

SECTION 13. **Representations, Warranties and Covenants.**

13.01 Landlord's Representations, Warranties and Covenants. Landlord makes the following representations, warranties and covenants as of the Effective Date:

(A) Landlord is an Illinois municipal corporation, and has full power and authority, and has obtained the approval of the City Council of the City to execute and perform its obligations under this Lease.

(B) The execution, delivery and performance of this Lease will not result in a breach of the terms or provisions of, or constitute a default (or a condition which, upon notice or lapse of time, or both, would constitute a default) under any other agreement, instrument or obligation by which Landlord is bound.

(C) From and after the Effective Date, Landlord shall not enter into any leases, easements or other exceptions to title or other similar agreements affecting the Premises without Tenant's prior written consent.

(D) This Lease is a legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms.

13.02 Tenant's Representations, Warranties and Covenants. Tenant makes the following representations, warranties and covenants.

(A) Tenant is a duly formed and validly existing limited liability company in good standing under the laws of the State of Illinois, and has full power and authority, and has obtained any necessary consents, to enter into and perform its obligations under this Lease, and has taken all necessary action to authorize the execution and delivery of this Lease by the persons executing and delivering this Lease on behalf of Tenant.

(B) The execution, delivery and performance of this Lease will not result in a breach of the terms or provisions of, or constitute a default (or a condition which, upon notice or lapse of time, or both, would constitute a default) under Tenant's organizational documents or any other agreement, instrument or obligation by which Tenant is bound, and will not constitute a violation of any Laws.

(C) This Lease is a legal, valid and binding obligation of Tenant enforceable against Tenant in accordance with its terms.

(D) All certifications and statements contained in the Economic Disclosure Statements submitted to Landlord by or for Tenant are true, accurate and complete.

(E) No action, litigation, investigation or proceeding of any kind is pending or threatened against Tenant, by or before any court, governmental commission, board, bureau or any other administrative agency, and Tenant knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect its ability to perform its obligations hereunder; or (ii) materially affect its operation or financial condition.

(F) Tenant is now and for the term of the Lease shall remain solvent and able to pay its debts as they mature.

(G) Tenant has obtained or will obtain and shall maintain all Governmental Approvals (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.

(H) Tenant is not in default with respect to any indenture, loan agreement, mortgage, note or any other agreement or instrument related to the borrowing of money to which it is a party or by which it is bound.

(I) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes and environmental laws; or (ii) any building permit, restriction of record or other agreement affecting the Land.

SECTION 14.

Compliance With Laws.

Tenant shall promptly comply with the requirements of all Laws related to the construction of the Project and the condition and maintenance of the Premises.

SECTION 15.

Surrender.

On the Expiration Date or earlier termination of this Lease, Tenant agrees to deliver up and surrender to Landlord possession of the Premises in good condition and repair subject to reasonable wear and tear, the effects of aging, eminent domain and damage and destruction of the Premises by fire or other casualty. Concurrently with such surrender, title to any Improvements shall automatically pass to and vest in Landlord "as-is" and without representations and warranties. Notwithstanding the foregoing, Tenant shall have the right, but not the obligation, to remove Tenant's trade fixtures, furnishings and other personal property, provided that such removal shall occur on or before the Expiration Date (or earlier terminate date). If Tenant does not remove such personal property on or before the Expiration Date, the Landlord may remove the same and deliver them to any other place of business of Tenant or warehouse the same and restore the Premises pursuant to the requirements of this Lease, and Tenant shall pay the cost of such removal, delivery, warehousing and restoration to the Landlord on demand, or the Landlord may treat such property as being conveyed to the Landlord with this Lease as a bill of sale, without further payment or credit by the Landlord to Tenant.

SECTION 16.
Eminent Domain.

16.01 Taking. If the whole of the Premises, or such part thereof which results in (i) a limitation of access to or parking for the Premises that prevents or materially adversely affects the operation of Tenant's activities at the Premises, or (ii) the remaining portion of the Premises being not suitable for Tenant in the operation of its activities, shall be taken for any public or quasi-public purpose by any power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking (collectively, a "**Taking**"), then Tenant may, at Tenant's option, terminate this Lease. If Tenant so elects to terminate this Lease, Tenant shall provide Landlord written notice within thirty (30) days after Tenant's receipt of notice of the Taking. The termination shall be effective (a) as of the effective date of the Taking (with respect to the portion of the Premises taken), and (b) thirty (30) days after the effective date of the Taking (with respect to the portion of the Premises not taken).

16.02 Restoration. If the Taking is not of the type described in Section 16.01 or if Tenant does not terminate this Lease pursuant to Section 16.01, then this Lease shall continue in full force and effect, and Tenant, at Tenant's expense, shall promptly proceed to restore the Improvements to the extent practicable to (i) substantially the same condition of the Improvements prior to such partial Taking or (ii) such other configuration as Tenant determines is appropriate taking into account changes in Tenant's typical prototype or the configuration of the Premises as a result of the Taking (in either case provided that Tenant shall not be required to incur more costs than any Award (as hereinafter defined) received by Tenant).

16.03 Award; Taking Proceedings.

(A) Definition of Award. "**Award**" shall mean the amount by which an award for, or proceeds of, a Taking exceeds all reasonable expenses (including, without limitation, reasonable attorneys' fees and fees for expert witnesses) incurred in connection with, and in anticipation of, a Taking.

(B) Taking Proceedings. Tenant shall have the right to fully participate in any Taking proceedings, including, without limitation, the negotiation of the Award. The share of any Award to which Tenant is entitled pursuant to this Lease shall be remitted to Tenant promptly upon the date Tenant's share is determined in accordance with this Section.

(C) Allocation of Award. Any Award arising from a total or partial Taking of the Premises, Tenant's Leasehold Interest, or any Improvements shall be allocated between Landlord and Tenant in accordance with the following:

(1) If the Premises will be restored, Tenant is entitled to such portion of the Award as is necessary to restore the Premises.

(2) If the Premises will not be restored, Landlord shall have the right to use the Award to place the Premises and any Improvements thereon in a safe and lawful condition, and thereafter Tenant shall be entitled to (i) the portion of the Award attributable to the Improvements, (iii) Tenant's moving expenses, and (iv) the amount of the Award attributable to Tenant's personal property, furnishings, machinery, trade fixtures, equipment and improvements (trade or otherwise) which Tenant installs in or on the Premises.

- (3) Landlord shall be entitled to the entire balance of the Award.

16.04 Conflict with TIF RDA. Conflict with TIF RDA. In the event of any conflict between the terms of this Section 16 and the terms of the TIF RDA, the terms of the TIF RDA shall govern and control.

SECTION 17.
Damage or Destruction of Premises.

17.01 Damage or Destruction of Premises. If the Premises, the Improvements, or any part thereof shall be destroyed or damaged at any time during the Term, and such destruction or damage may be reasonably repaired within ninety (90) days from the happening of such destruction or damage, Tenant shall, at Tenant's expense, take one of the actions described in subsection (A) below with all reasonable speed. Tenant shall deliver to Landlord within thirty (30) days after the date of such damage or destruction Tenant's estimate with respect to the length of time reasonably required to repair such damage or destruction (the "**Repair Estimate**"). In the event that the Repair Estimate states that the destruction or damage cannot reasonably be repaired within ninety (90) days from the happening of such destruction or damage, Tenant shall have the right to terminate this Lease by giving written notice to Landlord within thirty (30) days from Tenant's preparation of the Repair Estimate and delivery thereof to Landlord.

(A) If Tenant does not elect or does not have the right to terminate this Lease as provided in this Section 17, then Tenant shall, at its sole option, either (i) repair, alter, restore, replace or rebuild such Improvements to such extent and in such manner as Tenant may deem appropriate, or (ii) demolish the balance of the Improvements and pave or landscape the Land. If the cost to so rebuild or reconstruct or to so demolish shall exceed the proceeds of any insurance, Tenant shall be liable for any such deficit. If, however, the proceeds of any insurance covering such damage or destruction exceed the cost of repair, reconstruction or demolition, such excess shall belong absolutely to Tenant.

(B) If Tenant elects to terminate this Lease as provided herein, Tenant shall (i) demolish the remaining portion of the Improvements, unless otherwise requested by Landlord, and pave or landscape the Land, and (ii) retain all proceeds of the insurance covering such damage or destruction with respect to the Improvements. If the cost to so demolish shall exceed the proceeds of any insurance, Tenant shall be liable for any such deficit. If, however, the proceeds of any insurance covering such damage or destruction exceed the cost of demolition, such excess shall belong absolutely to Tenant.

(C) All such repair, restoration, rebuilding or demolition required hereunder shall be performed with due diligence in a good and workmanlike manner and in accordance with all applicable Laws.

17.02 Conflict with TIF RDA. In the event of any conflict between the terms of this Section 17 and the terms of the TIF RDA, the terms of the TIF RDA shall govern and control.

SECTION 18.
Default by Tenant.

18.01 Event of Default. The occurrence of any one or more of the following shall constitute an "**Event of Default**" under this Lease:

(A) the failure of Tenant to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Tenant under this Lease or the TIF RDA;

(B) the making or furnishing by Tenant of any warranty, representation, statement, certification, schedule or report to the Landlord (whether in this Lease, the TIF RDA, an Economic Disclosure Statement or another document) which is untrue or misleading in any material respect as of the date made;

(C) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any mechanic's, laborer's, material supplier's, or any other lien or encumbrance (unless bonded or insured over) upon the Premises, including any fixtures now or hereafter attached thereto, or the making or any attempt to make any levy, seizure or attachment thereof;

(D) the commencement of any proceedings in bankruptcy by or against Tenant for the liquidation or reorganization of Tenant, or alleging that Tenant is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Tenant'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 Tenant; 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;

(E) the appointment of a receiver or trustee for Tenant, for any substantial part of Tenant's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Tenant; 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;

(F) the entry of any judgment or order against Tenant which is related to the Premises and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(G) the occurrence of an event of default under any Approved Mortgage, which default is not cured within any applicable cure period; and

(H) the dissolution of Tenant.

18.02 Cure. If Tenant defaults in the performance of its obligations under this Lease, Tenant shall have thirty (30) days after written notice of default from the Landlord to cure the default, or such longer period as shall be reasonably necessary to cure such default provided Tenant promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project) (the "**Cure Period**").

18.03 Remedies. Subject in all respects to the terms and conditions of Section 12.02 of this Lease, if an Event of Default occurs, and is not cured in the time period provided for in Section 18.02 above, the Landlord, in addition to any other rights or remedies available to it at law or in equity, shall have the right to terminate this Lease. Upon termination of the Lease,

Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to the Landlord, and Tenant hereby grants to the Landlord the full and free right to enter into and upon the Premises, with process of law, and to repossess the Premises as the Landlord's former estate and to expel or remove Tenant and any others who may be occupying the Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing any right given the Landlord hereunder or by operation of law. Tenant shall pay on demand all costs and expenses, including attorneys' fees and costs, incurred by the Landlord in recovering sums due hereunder, recovering possession of the Premises, or pursuing the Landlord's rights and remedies against Tenant or any assignee, sublessee or other transferee.

18.04 Remedies Cumulative. All remedies contained in this Section 18 shall be cumulative, and every such remedy may be exercised by the Landlord from time to time and so often as occasion may arise or as may be deemed expedient.

18.05 No Waiver. No delay or omission of the Landlord to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver by the Landlord of any default of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other default, or as a waiver, acquiescence in or consent to any further or succeeding default of the same covenant. The acceptance by the Landlord of any payment of Rent or other sums due hereunder after the termination by the Landlord of this Lease, or of Tenant's right to possession hereunder, shall not, in the absence of agreement in writing to the contrary by the Landlord, be deemed to restore this Lease or Tenant's rights hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to the Landlord.

18.06 Landlord's Right to Cure. Landlord may, but shall not be obligated to, cure at any time, with prior written notice of at least thirty (30) days (except in an emergency), any failure by Tenant to perform under this Lease and whenever Landlord so elects, all reasonable costs and expenses incurred by Landlord in curing such failure, including, without limitation, reasonable attorney's fees, shall be paid by Tenant to Landlord on demand. Without limiting any other rights reserved or available to Landlord under this Lease, at law or in equity, Landlord reserves for itself and its employees, contractors, consultants, agents and representatives, the right to enter upon the Premises for the purpose of: (a) inspecting the Premises, and (b) curing any defaults under this Lease. Nothing herein shall imply any duty upon the part of Landlord to do any such work, and performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

SECTION 19.

Default by Landlord.

The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord: (i) Landlord's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease required to be done, observed, kept or performed by Landlord, within thirty (30) days after written notice by Tenant to Landlord of said failure (except when the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion); or (ii) the failure of any representation or warranty to be true when deemed given hereunder which adversely affects Tenant's rights hereunder.

SECTION 20.
Estoppel Certificates.

Upon the request of Landlord or Tenant (as applicable, the **"Requesting Party"**), the other party (the **"Certifying Party"**) shall acknowledge and deliver to the Requesting Party, within thirty (30) days after written request by the Requesting Party, a certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (b) the dates, if any, to which Rent and other sums payable hereunder have been paid, (c) that no notice has been received by the Certifying Party of any default by the Requesting Party which has not been cured, except as to defaults specified in said certificate, and (d) such other information as the Requesting Party may reasonably request and as reasonably agreed to by the Certifying Party, which in any event may contain knowledge qualifiers and other caveats as the Certifying Party may deem appropriate. Landlord and Tenant acknowledge and intend that any such estoppel certificate requested or provided hereunder may be relied upon by any prospective purchaser, mortgagee, assignee, or sublessee or the Requesting Party.

SECTION 21.
Quiet Enjoyment.

So long as Tenant is not in default beyond the applicable cure period, Landlord covenants that Tenant shall at all times during the Term have the peaceable and quiet enjoyment of the Premises.

SECTION 22.

Notices.

Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and either served personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed to the addresses set forth below or to such address as either party may advise the other from time to time. Notices given hereunder shall be deemed to have been given on the date received (or refused).

If to Tenant: The Community Builders, Inc.
135 South LaSalle Street, Suite 3350
Chicago, Illinois 60603
Attention:

With copies to: The Community Builders, Inc.
95 Berkeley Street
Boston, MA 02116
Attention: Director of Development

The Community Builders, Inc.
95 Berkeley Street
Boston, MA 02116
Attention: General Counsel

If to Landlord: City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602
Attn: Commissioner

With copies to: City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

And to: Chicago Housing Authority
60 E. Van Buren
Chicago, IL 60605
Attn: General Counsel

SECTION 23.
Miscellaneous.

23.01 Terminology; Captions. Where the context so requires or such interpretation is appropriate, any word used herein denoting gender shall include all genders, natural or artificial, and the singular and plural shall be interchangeable. The term "**Section**" shall refer to all paragraphs under the caption in question, where appropriate. The captions of the various provisions of this Lease are for convenience only and in no way define, limit or describe the scope or intent of this Lease or the provisions which they precede or in any other manner affect this Lease.

23.02 Business Day. The term "**Business Day**" shall mean any day other than a Saturday, Sunday, or legal holiday on which national banks are authorized by federal law to close.

23.03 Recording of Lease. This Lease shall be recorded in its entirety with the Office of the Recorder of Deeds, Cook County, Illinois.

23.04 Effect of Waiver. No waiver of any condition or covenant of this Lease or of the breach of any condition or covenant shall be taken to constitute a waiver of any subsequent breach of such condition or covenant, or to justify or authorize the nonobservance on any other occasion of the same or any other condition or covenant thereof. The acceptance of Rent by Landlord at any time when Tenant is in default of any covenant or condition shall not be construed as a waiver of such default or of Landlord's rights under this Lease (except if the default alleged is failure by Tenant to pay the Rent so accepted).

23.05 Successors and Assigns. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord and its successors and assigns, and shall be binding upon and inure to the benefit of Tenant and its successors and permitted assigns.

23.06 Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

23.07 Entire Lease. This Lease contains the entire agreement between the parties hereto. All understanding and agreements previously made between the parties are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. Any agreement hereafter made shall not operate to change, modify, terminate or discharge this Lease, in whole or in part, unless such agreement is in writing and signed by each of the parties hereto.

23.08 Limitation of Liability. IN NO EVENT SHALL TENANT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM THIS LEASE OR TENANT'S PERFORMANCE OF TENANT'S OBLIGATIONS HEREUNDER. IN ADDITION, IN NO EVENT SHALL LANDLORD BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM THIS LEASE OR LANDLORD'S PERFORMANCE OF LANDLORD'S OBLIGATIONS HEREUNDER.

23.09 Time of Essence. Time is of the essence of this Lease and each and all of its provisions.

23.10 Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois without regard to that state's conflict of laws provisions.

23.11 Attorneys' Fees. If either party to this Lease institutes litigation or other legal action to enforce its rights or remedies under this Lease, the successful party in such litigation or other legal action shall be entitled to reimbursement from the unsuccessful party in such litigation or other legal action of all reasonable fees, costs and expenses (including court costs and reasonable attorneys' fees) incurred by such successful party in connection with such litigation or other legal action.

23.12 Costs and Expenses. Except to extent otherwise provided, the parties agree that each party will be responsible for its own costs and expenses (including but not limited to legal fees) in connection with the actions contemplated herein.

23.13 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23.14 Survival. All provisions of this Lease which by their express terms survive termination of this Lease or which by the operation of their terms are intended to be performed, in whole or in part, after termination of this Lease, shall survive any termination of this Lease. Unless this Lease specifically provides otherwise, all obligations of indemnification contained in this Lease shall survive the termination or expiration of this Lease.

23.15 Force Majeure. The term "**Force Majeure**" shall mean any delays as the result of (i) strikes, lockouts or labor disputes, (ii) inability to obtain labor or materials or reasonable substitutes therefor, (iii) floods, hurricanes, blizzards or other unusually severe weather conditions, condemnation, civil commotion, fire or other casualty, (iv) inability to obtain governmental approvals as required by Laws despite the use of all commercially reasonable and prudent efforts, or (v) other unforeseeable events or conditions similar to those enumerated in this definition beyond the reasonable control of the party obligated to perform. Neither Landlord nor Tenant shall be in default hereunder if either is prevented from performing any of its obligations hereunder (except for the obligation to pay any sums due to the other party, and as otherwise expressly provided herein), due to a Force Majeure delay. The time for the performance of the obligations shall be extended for the amount of time the party is so delayed..

23.16 Easements. Landlord, from and after the Effective Date, shall not enter into, modify, amend or terminate any easements or other agreements that benefit or burden the Premises without the written approval of Tenant.

23.17 Authority. Any person executing this Lease on behalf of a corporation, limited liability company, trust, or partnership represents and warrants that such person is authorized to execute and deliver this Lease on behalf of the entity.

23.18 Landlord Means Owner. The term Landlord as used in this Lease, so far as covenants or obligations on the part of the Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Land, and in the event of any transfer or transfers of Land, Landlord herein named (and in case of any subsequent transfer or conveyances, the then subsequent transferor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed, except that the Landlord herein named (and in case of any subsequent transfer or conveyances, the then subsequent transferor) shall not be relieved from any encumbrances or liabilities that were created during such Landlord's period of ownership; provided, that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee and grantee assumes the obligations of Landlord under this Lease.

23.19 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

23.20 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Lease.

23.21 Amendments. From time to time, the parties hereto may amend any provisions of this Lease reasonably related to Tenant's use of the Premises or the Landlord's administration of the agreement; provided, however, such amendments may not extend the Lease Term or otherwise materially alter the essential provisions contained herein. Such amendments shall be in writing, shall establish the factual background necessitating such alteration, and shall be duly executed by both the Landlord and Tenant. Such amendments shall only take effect upon execution by both parties. Upon execution, such amendments shall become a part of this Lease and all other provisions of this Lease shall remain in full force and effect.

23.22 City Required Provisions. Tenant agrees to the terms and conditions of the required City provisions attached as Exhibit C hereto, and makes the representations, warranties and covenants set forth therein.

[Remainder of the page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have signed this Lease Agreement as of the Effective Date.

LANDLORD:

City of Chicago, an Illinois municipal corporation

By: _____

Andrew J. Mooney

Commissioner of Planning and Development

TENANT:

Quad Communities Arts Recreation and Health Center LLC, an Illinois limited liability company

By: _____

[Name]

Its [Title]

EXHIBIT A
LEGAL DESCRIPTION OF LAND
[To be attached.]

EXHIBIT B

INSURANCE REQUIREMENTS

The Tenant must procure and maintain at all times during the Term of this Lease the types of insurance specified below in order to protect the City of Chicago from the acts, omissions and negligence of the Tenant, its officers, officials, subcontractors, joint venture partners, agents or employees. The insurance carriers used by the Tenant must be authorized to conduct business in the State of Illinois and shall have a BEST rating of not less than "A". The insurance provided shall cover all operations under this Lease, whether performed by the Tenant, any general contractor or any subcontractor.

I. CONSTRUCTION PERIOD INSURANCE REQUIREMENTS.

A. Required Insurance Coverages for Tenant:

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

the policy retroactive date must coincide with, or precede, the Effective Date of this Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

B. Required Insurance Coverages for the General Contractor:

1. Workers Compensation and Occupational Disease Insurance. The general contractor shall provide Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.
2. Commercial Liability Insurance. The general contractor shall provide Commercial Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000), and shall include coverage for: Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions; Independent Contractors' Protective Liability; Broad Form Contractual Liability, specifically referring to the indemnity obligations under and pursuant to this Lease, subject to the standard industry terms, conditions and exclusions of the policy; Broad Form Premises Damage, including Products/Completed Operations; Personal Injury Liability, with employee and contractual exclusions deleted. The City of Chicago and Tenant are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the additional insureds.
3. Automobile Liability Insurance. When any motor vehicles (owned, non-owned and/or hired) are used in connection with the construction of the Project, the general contractor shall obtain Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The City of Chicago, its officers, agents and employees, shall be endorsed as additional insureds on the policy and such insurance shall be endorsed as primary and non-contributory with any other insurance available to the City of Chicago.

4. Excess Liability. The general contractor shall provide Excess Liability insurance in the amount of not less than Ten Million Dollars (\$10,000,000) Per Occurrence. This coverage will be excess of the General Liability, Auto Liability and Employers Liability coverages. The general contractor's insurance coverage will be excess of the insurance provided by any subcontractor with which it contracts to provide services for the Project. The City of Chicago, its officers, agents and employees, and Tenant shall be endorsed as additional insureds on the general contractor's Excess Liability policy.
 5. Lead/Asbestos Abatement Liability. When any lead and/or asbestos abatement liability work is performed in connection with the construction of the Project, Lead/Asbestos Abatement Liability Insurance shall be provided with limits of not less than Five Million Dollars (\$5,000,000) per occurrence insuring bodily injury, property damage and environmental clean-up. The City of Chicago, its officers, agents and employees, and Tenant are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Additional Insureds. When claims made policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the Effective Date under this Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
 6. Contractor's Pollution Liability. The general contractor shall provide a separate Contractor's Pollution Liability insurance policy, covering any bodily injury, liability, and property damage liability, arising out of pollutants including hazardous materials such as asbestos, lead, etc. or contaminated soil, including while in transit to a permanent disposal facility which may arise from activities under or incidental to the contract, whether such activities be by the general contractor or by any of its subcontractors or by anyone directly or indirectly employed or otherwise contracted by any of them. This policy shall be maintained with limits of not less than Three Million Dollars (\$3,000,000) per occurrence. The City of Chicago, its officers, agents and employees, and Tenant are to be endorsed as additional insureds on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the Additional Insureds.
 7. Railroad Protective Liability Insurance. [Intentionally Deleted]
- C. Evidence of Insurance. Prior to the date of this Lease, and prior to the commencement of Construction activities, Tenant directly or through the general contractor shall furnish the City of Chicago, for record keeping purposes only, with satisfactory evidence that Tenant, the general contractor and all subcontractors have the insurance coverages set forth above. Tenant shall ensure, or shall cause the general contractor to ensure, that all subcontractors comply with the City of Chicago's minimum coverage requirements. It is the responsibility of Tenant to secure and maintain, or to cause the general contractor to secure and maintain, proof of coverage for all entities that it contracts with that provide services to the Project. Proof of insurance records

must be available for review by the City of Chicago within twenty-four (24) hours of being requested. Said policies shall not be modified, canceled, non-renewed, or permitted to lapse until final completion and approval of the performance of the general contractor's contract and shall contain a provision that the policy will not be modified, canceled non-renewed or permitted to lapse until not less than 30 days after the City of Chicago has received written notice, by certified or registered mail, that the modification, cancellation, non-renewal or lapse of such policy is contemplated.

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

- D. Tenant shall advise, and cause each general contractor for the Project to advise, all insurers of the provisions of this Lease regarding insurance. The failure of Tenant or any general contractor to notify insurers of such provisions shall not relieve Tenant from its insurance obligations under this Lease. Nonfulfillment of the insurance provisions of this Lease shall constitute a breach of the general contractor's contract and of this Lease and the City of Chicago retains the right to stop work until proper evidence of insurance is provided.
- E. Renewal Certificates of Insurance, requested endorsements, or such similar evidence is to be received by the City of Chicago's Risk Management Division, with a copy to the City of Chicago's designated representatives under Article 16 of the Lease, prior to expiration of insurance coverage. At the City of Chicago's option, non-compliance may result in one or more of the following actions: (1) the City of Chicago may purchase insurance on behalf of Tenant and charge back all costs to Tenant; (2) the general contractor may be immediately removed from the property and its contract revoked; or (3) all payments due Tenant and the general contractor may be held until Tenant has complied with the contract. The receipt of any certificate by the City of Chicago does not constitute agreement by the City of Chicago that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of this Lease. Tenant shall ensure, or cause the general contractor to ensure, that all subcontractors comply with the City of Chicago's minimum coverage requirements. It is the responsibility of Tenant to secure and maintain, or cause the general contractor to ensure or maintain, proof of coverage for all entities that it contracts with that provide services to the Project. Proof of insurance records must be available for review by the City of Chicago within twenty-four (24) hours of being requested.
- F. If any of the required insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the general contractor's contract, and the Certificate of Insurance shall state the coverage is "claims-made" and also the retroactive date. Any extended reporting period premium (tail coverage) shall be paid by Tenant, directly or through the general contractor. It is further agreed that all insurance policies required hereunder shall provide the City of Chicago with not less than thirty (30) days' notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the retroactive date, cancellation and/or non-renewal.

- G. Tenant shall provide to the City of Chicago, prior to the date of this Lease and upon each renewal or replacement of a policy required hereunder, and in any event not less than annually, a certified copy of the insurance policies required hereunder and all endorsements.
- H. Tenant shall require, directly or through the general contractor, that all subcontractors performing work for the Project carry the insurance required herein. Tenant or the general contractor may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section "A" above. Evidence of such coverage shall be submitted to the City of Chicago for record keeping purposes only.

II. OPERATIONS PERIOD INSURANCE REQUIREMENTS.

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

A. Required Insurance Coverages:

1. Workers Compensation and Occupational Disease Insurance. Tenant shall provide Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than \$500,000/\$500,000/\$500,000.
2. All-Risk Property Damage: Tenant shall obtain an all-risk property policy in the amount of the Full Insurable Value, including improvements and betterments, covering damage to or loss of the Premises. The insurance shall include the following extensions: business interruption/loss of rents, and boiler and machinery, if applicable.
3. Commercial Liability Insurance. Tenant shall provide Commercial Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). The insurance policy shall include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Tenant's officers, employees, agents, subcontractors, invitees and guests and their personal property. The City of Chicago, its officers, agents and employees, shall be endorsed as additional insureds on the policy and such insurance shall be endorsed as primary and non-contributory with any other insurance available to the City of Chicago.

4. Automobile Liability Insurance. When any motor vehicles (owned, non-owned and hired) are used in connection with the operation of the Project, Tenant shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The City of Chicago, its officers, agents and employees, shall be endorsed as additional insureds on Tenant's policy and such insurance shall be endorsed as primary and non-contributory with any other insurance available to the City of Chicago.
5. Professional Liability. When any architects of record and/or lead architectural firm for the Project, engineers of record, construction managers, property managers or other professional consultants perform work in connection with the operation of the Project, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than Five Million Dollars (\$5,000,000) per occurrence. Coverage extensions shall include Blanket Contractual Liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the Effective Date under this Lease. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
6. Blanket Crime. When any service agreement requires the handling of funds or valuable papers, Tenant shall provide Blanket Crime coverage covering all persons liable under this Lease, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected, received and/or in Tenant's care at any given time.
7. Excess Liability coverage. If applicable, is to follow form of the Primary Insurance requirements outlined above.

B. Related Requirements

1. Tenant shall advise all insurers of the provisions of this Lease regarding insurance. The failure of Tenant to so notify insurers of such provisions shall not relieve Tenant from its insurance obligations under this Lease. Nonfulfillment of the insurance provisions shall constitute a breach of this Lease and the City of Chicago retains the right to stop work until proper evidence of insurance is provided.
2. Tenant shall furnish the City of Chicago original Certificates of Insurance evidencing the required coverages to be in force on the date of this Lease. In addition, copies of the endorsement(s) adding the City of Chicago to the policy as an additional insured is required.
3. Tenant shall provide renewal Certificates of Insurance, requested endorsements, or such similar evidence to the Risk Management Department prior to expiration of insurance coverage. At the City of Chicago's option, non-compliance may result in one or more of the

following actions: (a) the City of Chicago may purchase insurance on behalf of Tenant and charge back all costs to Tenant; (b) all payments due Tenant may be held until Tenant has complied with this Lease; or (c) Tenant may be assessed Five Hundred Dollars (\$500) for every day of non-compliance. The receipt of any Certificate does not constitute agreement by the City of Chicago that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the Certificate are in compliance with the requirements of this Lease. The insurance policies shall provide for thirty (30) days' written notice to be given to the City of Chicago in the event coverage is substantially changed, canceled or non-renewed.

4. If any of the required insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Lease and the Certificate of Insurance shall state the coverage is "claims-made" and also the retroactive date. Tenant shall maintain coverage for the Term of this Lease. Any extended reporting period premium (tail coverage) shall be paid by Tenant. Tenant shall provide to the City of Chicago, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that Tenant shall provide the City of Chicago prior notice of at least thirty (30) days in the event of the occurrence of any of the following conditions: aggregate erosion in advance of the retroactive date, cancellation and/or non renewal.
5. Tenant shall require any general contractor to require all subcontractors to carry the insurance required herein or Tenant may provide the coverage for any or all of its subcontractors, and if so, the evidence of insurance submitted shall so stipulate and adhere to the same requirements and conditions as outlined in Section "A" above.

EXHIBIT C
CITY REQUIRED PROVISIONS

1. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

Tenant represent and warrant that no agent, official or employee of the City shall have any personal interest, direct or indirect, in Tenant, its Affiliates, this Lease, the Premises or the Project, nor shall any such agent, official or employee participate in any decision relating to this Lease which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to Tenant, its Affiliates, 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 Tenant, its Affiliates, or any successor in interest or with respect to any commitment or obligation of the City under the terms of this Lease.

2. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

2.1 Employment Opportunity. Tenant agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of Tenant operating on the Premises (collectively, the "**Employers**" and individually, an "**Employer**") to agree, that with respect to the provision of services in connection with the construction of the Project:

(a) Neither Tenant nor any 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, Section 2-160-010 *et seq.* of the Municipal Code, as amended from time to time (the "**Human Rights Ordinance**"). Tenant and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, 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. Tenant and 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, Tenant and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, Tenant and each Employer shall (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) Tenant and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775

ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

(d) Tenant, in order to demonstrate compliance with the terms of this Section 2.1, 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) Tenant and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of 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 Premises, 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 2.1 shall be a basis for the City to pursue remedies against Tenant under the provisions of Section 18 of the Lease.

2.2 City Resident Employment Requirement.

(a) Tenant agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, Tenant and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code (at least fifty percent); provided, however, that in addition to complying with this percentage, Tenant and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) Tenant and the Employers 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 in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

(c) **"Actual residents of the City of Chicago"** shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) Tenant and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. Tenant and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) Tenant and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to 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 Tenant or the Employer hired the employee should be written in after the employee's name.

(f) Tenant and the Employers shall provide full access to their employment records to the chief procurement officer, DPD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. Tenant and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion (as such term is defined in the TIF RDA).

(g) At the direction of DPD, Tenant and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of Tenant and the Employers to provide work for 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 2.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that Tenant or an Employer failed to ensure the fulfillment of the requirements of this Section 2.2 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 2.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 18 of the Lease, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the approved budget for the Project shall be surrendered by Tenant 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 Tenant and/or the other Employers or employees to prosecution.

(j) 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 Lease.

(k) Tenant shall cause or require the provisions of this Section 2.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

2.3 Tenant's MBE/WBE Commitment. Tenant 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 construction of 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 (the "**Procurement Program**"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (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 2.3, during the course of construction of the Project, at least 24% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least 4% of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 2.3 only:

(i) Tenant (and any party to whom a contract is let by Tenant in connection with the Project) shall be deemed a "contractor" and this Lease (and any contract let by Tenant 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, as applicable.

(ii) The term "minority-owned business" or "MBE" 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.

(iii) The term "women-owned business" or "WBE" 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.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Tenant's MBE/WBE commitment may be achieved in part by Tenant's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Tenant) 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 Tenant 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 construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of 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 Tenant's MBE/WBE commitment as described in this Section 2.3. In accordance with Section 2-92-730, Municipal Code, Tenant shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

(d) Tenant shall deliver quarterly reports to the City's monitoring staff during the construction of 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 Tenant 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 construction of 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 Tenant's compliance with this MBE/WBE commitment. Tenant shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Tenant, on prior notice of at least five (5) business days, to allow the City to review Tenant's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, Tenant 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, as applicable.

(f) Any reduction or waiver of Tenant's MBE/WBE commitment as described in this Section 2.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

2.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than fourteen (14) days prior to the Closing Date (as such term is defined in the TIF RDA), Tenant and Tenant's general contractor and all major subcontractors shall meet with DPD monitoring staff regarding compliance with all Section 2 requirements. During this pre-construction meeting, Tenant shall present its plan to achieve its obligations under this Section 2, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, Tenant shall submit all documentation required by this Section 2 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) 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 Tenant is not complying with its obligations under this Section 2, shall, upon the delivery of written notice to Tenant, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Lease, the City may: (x) issue a written demand to Tenant to halt construction of the Project, (y) withhold any further payment of any City funds to Tenant or the general contractor, or (z) seek any other remedies against Tenant available at law or in equity.

3. BUSINESS RELATIONSHIPS.

Tenant acknowledges (a) receipt of a copy of Section 2-156-030(b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to

participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Lease, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Tenant hereby represents and warrants that no violation of Section 2-145-030(b) has occurred with respect to this Lease or the transactions contemplated hereby.

4. PATRIOT ACT CERTIFICATION.

Tenant represents and warrants that neither it nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

5.1 Tenant agrees that it, any person or entity who directly or indirectly has an ownership or beneficial interest in it of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, its contractors (i.e., any person or entity in direct contractual privity with it regarding the subject matter of this Lease) ("**Contractors**"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "**Mayor**") or to his political fundraising committee (a) after execution of this Lease by Tenant, (b) while this Lease or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Lease or any Other Contract, or (d) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

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

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

5.4 Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

5.5 Notwithstanding anything to the contrary contained herein, Tenant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 5 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole and absolute 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 Lease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

5.6 If Tenant intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing (as defined in the TIF RDA), the City may elect to decline to close the transaction contemplated by the TIF RDA and this Lease.

5.7 For purposes of this provision:

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

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

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

(d) Individuals are “**domestic partners**” if they satisfy the following criteria:

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

(ii) neither party is married; and

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

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

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

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

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

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

- (A) joint ownership of a motor vehicle;
- (B) joint credit account;
- (C) a joint checking account;
- (D) a lease for a residence identifying both domestic partners as tenants.

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

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

6. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code. Tenant understand and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code.

7. WASTE ORDINANCE PROVISIONS.

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

8. 2011 CITY HIRING PLAN PROHIBITIONS.

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

8.2 Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire an individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Tenant under this Lease are employees or

subcontractors of Tenant, not employees of the City of Chicago. This Lease is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Tenant.

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

8.4 In the event of any communication to Tenant by a City employee or City official in violation of Section 8.2 above, or advocating a violation of Section 8.3 above, such Developer Party will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("**OIG Hiring Oversight**"), and also to the Commissioners of DPD. Tenant will also cooperate with any inquiries by OIG Hiring Oversight.

9. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

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

**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:

The Community Builders, Inc. d/b/a TCB Illinois NFP Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☒ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Quad Communities Arts Recreation and Health Center LLC

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: 95 Berkeley Street, Suite 500
Boston, MA 02116

C. Telephone: 312.577.5262 Fax: 617-502-8197 Email: lpratter@tcbinc.org

D. Name of contact person: Lee Pratter

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):

City of Chicago land acquisition, ground lease to Quad Communities Arts, Recreation and Health Center LLC, and TIF funding for the Quad Communities Arts & Rec Center.

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Massachusetts

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
See attached list	

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
None		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes ☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☐ No ☒ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. **NOTE:** If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

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

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

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

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

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

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

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

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

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

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

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

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").

N/A

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.

N/A

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:

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

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☒ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

The Community Builders, Inc. d/b/a TCB Illinois NFP Inc.

(Print or type name of Disclosing Party)

By: 

(Sign here)

David Block

(Print or type name of person signing)

Authorized Agent

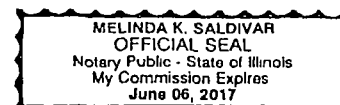
(Print or type title of person signing)

Signed and sworn to before me on (date) 8/13/14,
at Cook County, Illinois (state).

Melinda K. Saldivar

Notary Public.

Commission expires: 6/6/17



**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.

The Community Builders, Inc.
Officers, Directors and Authorized Agents
as of August 1, 2014

Directors:	Brian L.P. Fallon (2006)	Edward H. Marchant (2010)
	Jonathan M. Keyes (1975)	Phillip L. Clay (1982)
	Hipolito Roldan (2006)	Mary Jo Bane (2011)
	Sara Lindholm (2013)	Audra Bohannon (2014)
Officers:	Bartholomew J. Mitchell III	President and Chief Executive Officer
	Phillip L. Clay	Chair and Director
	Jonathan M. Keyes	Clerk and Director
	Edward H. Marchant	Treasurer
	Mick Vergura	Chief Financial Officer,
		Senior Vice President and Assistant Treasurer
	Beverly J. Bates	Senior Vice President
	Jonathan Klein	Senior Vice President, Assistant Clerk
	Patrick Costigan	Senior Vice President
	James F. Rushford	Assistant Clerk
	Carol M. McKinley	Assistant Clerk
	Jeremy Frick	Assistant Treasurer
	Susan McCann	Authorized Agent
	Robert Fossi	Authorized Agent
	D. Morgan Wilson	Authorized Agent
	Stephanie Garrett	Authorized Agent
	Terri Hamilton Brown	Authorized Agent
	Talmira Hill	Authorized Agent
	Eliza Datta	Authorized Agent
	Jeffrey Beam	Authorized Agent
	David Block	Authorized Agent
	Sonya Prear	Authorized Agent
	Jaqueline Alexander	Authorized Agent

**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:

Quad Communities Arts Recreation and Health Center 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: _____

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: 95 Berkeley Street, Suite 500
Boston, MA 02116

C. Telephone: 312.577.5262 Fax: 617-502-8197 Email: lpratter@tcbinc.org

D. Name of contact person: Lee Pratter

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):

City of Chicago land acquisition, ground lease to applicant, and TIF funding for the Quad Communities Arts & Rec Center.

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

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

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

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

Illinois

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

☐ Yes ☐ No ☒ N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

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

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

Name	Title
<u>The Community Builders, Inc.</u>	<u>Managing Member</u>
<u> </u>	<u> </u>
<u> </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
Chicago Park District	541 North Fairbanks Ct Chicago, IL 60611	90%
The Community Builders, Inc.	95 Berkeley St Boston, MA 02116	10%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

☐ Yes

☒ No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
Applegate & Thome-Thomsen	626 W Jackson Blvd Chicago, IL 60661	Attorney	\$200,000 (Est.)
Nia Architects	850 W Jackson Blvd #600 Chicago, IL 60607	Architect	\$320,000 (Est.)
Ernest R. Sawyer, Enterprises Inc.	100 N La Salle St # 1515 Chicago, IL 60602	Subcontractor	\$93,558.00 (Paid)
Laube Companies	200 S. Wacker Dr., Suite 3100 Chicago, Illinois 60606	Subcontractor	\$70,000 (Est.)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes ☒ No ☐ No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes ☐ No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. **NOTE:** If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

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

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

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

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

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

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

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

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

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

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

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

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").

N/A

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.

N/A

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:

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

(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 entity has no employees

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

Quad Communities Arts Recreation and Health Center LLC

(Print or type name of Disclosing Party)

By: [Signature]
(Sign here)

David Block

(Print or type name of person signing)

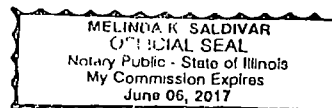
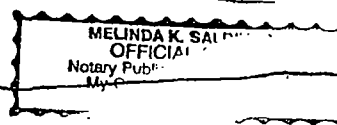
Authorized Agent of The Community Builders, a member

(Print or type title of person signing)

Signed and sworn to before me on (date) 8/13/14,
at Cook County, Illinois (state).

[Signature] Notary Public.

Commission expires: 6/6/17



**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.

This is answered only with respect to The Community Builders, Inc.

