

Very truly yours,

AMENDMENT TO ORDINANCE

WHEREAS, pursuant to an ordinance adopted by the City Council (the "City Council") of the City of Chicago (the "City") on July 28, 2010, and published at pages 97374 through 97410 in the Journal of the Proceedings of the City Council of the City of Chicago ("Journal") of such date, the City and Griffin Theatre Company, an Illinois not-for-profit corporation ("Developer"), entered into that certain Agreement for the Sale and Redevelopment of Land dated as of January 21., 2011, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), on January 24, 2011, as Document No. 1102444032 (the "Original Agreement"); and

WHEREAS, pursuant to the Original Agreement, the City conveyed the real property legally described on Exhibit A attached to the First Amendment (as hereinafter defined) (the "City Property") to Developer by quitclaim deed recorded in the Recorder's Office as Document No. 1102444033 on January 24, 2011; and

WHEREAS, the City Property is improved with a vacant structure that previously housed the City's 20th District Police Station and an adjoining parking lot; and

WHEREAS, the Developer paid \$1.00 for the City Property, a write-down from its then-appraised fair market value of \$1,200,000; and

WHEREAS, the land write-down was based on the Developer's agreement to redevelop and operate the City Property as a theater for a period of ten years; and

WHEREAS, the Original Agreement permitted the Developer to construct the project in two phases ("Phase I" and "Phase II"); and

WHEREAS, Phase I involved the construction of a new 55-seat black box theater, a box office, business office, dressing rooms, and prop and scenery storage within the existing building; and

WHEREAS, Phase II involved the construction of an addition to the existing building for a new 100-120 seat theater and a prop and scenery shop; and

WHEREAS, the Original Agreement required the Developer to commence Phase I no later than nine (9) months after the transfer of the City Property (October 2011), and complete Phase II no later than five (5) years after such transfer (January 2016); and

WHEREAS, the estimated budget for the project in the Original Agreement was \$2,109,850 (\$249,450 for Phase I and \$1,860,400 for Phase II); and

WHEREAS, the Developer intended to raise funds for the project through a capital campaign, but the capital campaign coincided with the financial crisis and ensuing recession and, as a result, the Developer could not raise enough money to commence construction of either phase of the project; and

WHEREAS, the Developer is still interested in converting the former police station into a theater building and has proposed a revised, scaled-down project; and

WHEREAS, the revised project eliminates the new construction (proposed addition for a second theater), and is limited to the redevelopment of the existing building into an 85-seat black box theater, a box office, business office, dressing rooms, and prop and scenery storage, and

WHEREAS, the revised project is estimated to cost a total of \$874,000; and

WHEREAS, the Developer has raised approximately half of the funds necessary to complete the revised project; and

WHEREAS, the City and the Developer desire to modify the terms of the Original Agreement to approve the revised proposal, to grant the Developer an extension of time in which to perform its obligations, and for other purposes as more fully set forth in the First Amendment (as hereinafter defined) (collectively, the "Updated Redevelopment Obligations"); and

WHEREAS, the City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; 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. The Updated Redevelopment Obligations are hereby approved. This approval is expressly conditioned upon the City and the Developer entering into a First Amendment to Agreement for the Sale and Redevelopment of Land in substantially the form attached hereto as Exhibit A (the "First Amendment"). The Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the First Amendment and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the First Amendment, with such changes, deletions, insertions, terms and provisions as the Commissioner deems appropriate.

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

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

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Attachments: Exhibit A - First Amendment to Redevelopment Agreement

EXHIBIT A

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

(ATTACHED)

**FIRST AMENDMENT TO AGREEMENT FOR
THE SALE AND REDEVELOPMENT OF
LAND**

(Above Space For Recorder's Use Only)

This FIRST AMENDMENT TO AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND ("First Amendment") is entered into on or as of the _____ day of _____, 201____, by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and GRIFFIN THEATRE COMPANY, an Illinois not-for-profit corporation ("Developer"), whose offices are located at 3711 North Ravenswood Avenue, #145, Chicago, Illinois 60613.

RECITALS

WHEREAS, pursuant to an ordinance adopted by the City Council of the City ("City Council") on July 28, 2010, and published at pages 97374 through 97410 in the Journal of the Proceedings of the City Council of the City of Chicago ("Journal") of such date, the City and the Developer entered into that certain Agreement for the Sale and Redevelopment of Land dated as of January 21, 2011, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office"), on January 24, 2011, as Document No. 1102444032 (the "Original Agreement" and, as amended by this First Amendment, the "Agreement"); and

WHEREAS, pursuant to the Original Agreement, the City conveyed the real property legally described on Exhibit A attached hereto (the "City Property") to Developer by quitclaim deed recorded in the Recorder's Office as Document No. 1102444033 on January 24, 2011; and

WHEREAS, the City Property is improved with a vacant structure that previously housed the City's 20th District Police Station and an adjoining parking lot; and

WHEREAS, the Developer paid \$1.00 for the City Property, a write-down from its then-appraised fair market value of \$1,200,000; and

WHEREAS, the land write-down was based on the Developer's agreement to redevelop and operate the City Property as a theater for a period of ten years; and

WHEREAS, the Original Agreement permitted the Developer to construct the Project in two phases; and

WHEREAS, Phase I involved the construction of a new 55-seat black box theater, a box office, business office, dressing rooms, and prop and scenery storage within the existing building; and

WHEREAS, Phase II involved the construction of an addition to the existing building for a new 100-120 seat theater and a prop and scenery shop; and

WHEREAS, the Original Agreement required the Developer to commence Phase I no later than nine (9) months after the Closing, and complete Phase II no later than five (5) years after the Closing; and

WHEREAS, the estimated budget for the Project in the Original Agreement was \$2,109,850 (\$249,450 for Phase I and \$1,860,400 for Phase II); and

WHEREAS, the Developer intended to raise funds for the Project through-a capital campaign, but the capital campaign coincided with the financial crisis and ensuing recession and, as a result, the Developer could not raise enough money to commence construction of either phase of the Project; and

WHEREAS, the Developer is still interested in converting the former police station into a theater building and has proposed a revised, scaled-down Project (as hereinafter redefined); and

WHEREAS, the revised Project eliminates the second theater, and is estimated to cost a total of \$874,000; and

WHEREAS, the Developer has raised approximately half of the funds necessary to complete the revised Project; and

WHEREAS, the City and the Developer desire to modify the terms of the Original Agreement to approve the revised proposal, to grant the Developer an extension of time in which to perform its obligations, and for other purposes as more fully set forth below; and

WHEREAS, as security for the Developer's completion of construction as provided herein and compliance with the use restriction set forth in Section 14.1 of the Original Agreement, the Developer has agreed to execute a reconveyance deed in the form attached hereto as Exhibit D (the "Reconveyance Deed"); and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____, 201____, and published at pages _____ through _____ in the Journal of such date, authorized the execution of this First Amendment.

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:

1. Incorporation of Recitals; Defined Terms. The foregoing'recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same

force and effect as if set forth herein as agreements of the parties. All capitalized terms used but not otherwise defined herein shall have the same meanings given to said terms in the Original Agreement.

2. Definition of Project. The Original Agreement is hereby amended to define the term "Project" to mean the construction of an 85-seat black box theater, a box office, business office, dressing rooms, prop and scenery storage, and associated parking and landscaping. The Project will include a green roof (100% of the net roof area), and exceed the requirements of ASHRAE 90-1-2004.

3. Phasing. The Developer intends to build the Project in two (2) phases in accordance with the phasing plan attached hereto as Exhibit B-1. Phase I generally involves interior demolition and exterior improvements, including a new ADA-compliant exterior ramp and entry, and Phase II generally involves redevelopment of the interior of the existing building into the theater space and related components, and installation of the green roof. Exhibit B to the Original Agreement is hereby amended by deleting the exhibit in its entirety and replacing it with Exhibit B-1 attached hereto.

4. Project Budget. Section 8 of the Original Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

The total budget for Phase I and Phase II of the Project (the "Budget") is currently estimated to be \$874,000, as detailed in Exhibit B-1.

5. Construction Plans. Exhibit C to the Original Agreement is hereby amended by deleting the exhibit in its entirety and replacing it with Exhibit C attached hereto. Section 10.1 of the Original Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

The Developer shall construct the Project on the Property in accordance with the site plan and architectural drawings prepared by Prashanth Mahakali P.C, dated July 3, 2012, rev. September 29, 2015, and attached hereto as Exhibit C, and such other plans and specifications as DPD may hereafter approve (collectively, "Plans"). No material deviation from the Plans may be made without the prior written approval of DPD.

6. Commencement and Completion of Project. Section 12 of the Original Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

The Developer shall complete Phase I of the Project no later than September 4, 2016; provided, however, DPD, in its sole discretion, may grant two extensions of 30 days each (60 days in the aggregate) for completion of Phase I. The Developer shall complete Phase II no later than eleven (11) months after the completion of Phase I; provided, however, DPD, in its sole discretion, may grant three extensions of 30 days each (90 days in the aggregate) for completion of Phase II. The Developer shall give written notice to the City within five (5) days after it commences construction of each Phase. The Developer shall construct the Project in accordance with the Plans and all Laws and covenants and restrictions of record. Upon completion of the Project, the Developer shall request from the City a Certificate of Completion.

7. Certificate of Completion. The first sentence of Section 13 of the Original Agreement is hereby amended by inserting the underscored language and deleting the struck-

through language as follows:

"Upon completion of each phase the Project, the Developer shall deliver to the City a request for inspection ("Request for Inspection") in substantially the form attached hereto as Exhibit F."

8. Reconveyance Deed. Section 19.6 of the Original Agreement is hereby amended by deleting the

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

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

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

4 The Developer 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 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 28 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City,

in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

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 the Developer 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.

14. Shakman Accord. The Original Agreement is hereby amended by adding a new-Section 32, as follows:

SECTION 32. SHAKMAN.

1 The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in

non-exempt positions on the basis of political reasons or factors.

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

3 The Developer will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, 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.

4 In the event of any communication to the Developer by a City employee or City official in violation of Section 32.2 above, or advocating a violation of Section 32.3 above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector

General ("IGO Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Agreement. The Developer will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract.

15. Shakman Accord. The Original Agreement is hereby amended by adding a new Section 33, as follows:

SECTION 33. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH CITY.

Failure by the Developer 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 Agreement and the transactions contemplated hereby. The Developer shall at all times comply with Section 2-154-020 of the Municipal Code.

16. Business Relationships. The Original Agreement is hereby amended by adding a new Section 34, as follows:

SECTION 34. BUSINESS RELATIONSHIPS.

The Developer 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 Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

17. Ratification. Except as provided in this First Amendment, the terms of the Original Agreement are hereby ratified and confirmed and the parties agree that the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof. Any reference to the "Agreement" shall mean the Original Agreement, as modified by this First Amendment.

18. Conflict. In case of a conflict between the terms and conditions of the Original Agreement and this First Amendment, the terms and conditions of this First Amendment shall govern and control.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the day and year first set forth above.

CITY OF CHICAGO, an Illinois municipal corporation

By:
David Reifman
Commissioner of Planning and Development

GRIFFIN THEATRE COMPANY, an Illinois not-for-profit corporation

By:
Claire Conley Its President

THIS INSTRUMENT WAS PREPARED BY, AND AFTER RECORDING, PLEASE RETURN TO:

Lisa Misher
City of Chicago Department of Law 121 North
LaSalle Street, Suite 600 Chicago, Illinois 60602
(312) 742-3932

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

-Phase- • • • ■'Phas'efc;i;"">' :'. ».'
• [{}],. ,Description,of Work

Interior demolition, asbestos removal,
P-I radiator & pipe removal/repair 2 months
01/04/16 03/04/16 \$45,500

Tuckpointing, masonry, roof, exterior cleaning, doors & windows

Exterior ramp/entry, landscaping, ADA 6 months* 03/04/16 09/04/16 \$156,650 compliant components

Interior framing and structure

Interior plumbing, electrical, HVAC

Green roof installation

Interior insulation, drywall

Interior finishing, flooring, trim-work, fixtures

09/04/16

10/04/16

02/04/17 03/04/17

10/04/16

02/04/17

03/04/17 05/04/17

\$63,800

\$232,000

\$30,000 \$24,600

1 month 4 months

1 month

2 months

3 months 05/04/17 08/04/17 \$132,850

Estimated Costs of Construction

Cost not associated to GohstSction'■ f?liases

General Requirements 6% Overhead 2% Contractor Profit 6% Contingency 10%

\$42,300 \$14,000 \$42,300 \$70,500

Sub-Total

Estimated Project Total Cost

EXHIBIT B-2 MBE/WBE BUDGET

(ATTACHED; SUBJECT TO ADJUSTMENT)

Griffin Theatre Renovation Budget

Soft Cost

Survey
Architectural
 Less DCEO grant Legal Insurance
General Contractor

\$ 75,000.00 \$ (75,000.00) \$ \$
\$ 98,684.32
\$ 98,684.32

Hard Costs

Demolition Dumpsters Roof Patching Excavation Ramp
Masonry & Metal
Electrical
Grid
Concrete Framing
Aluminum & Glass Entry
Carpentry
Doors
Facade/Signage
Plumbing
HVAC
Drywall
Painting
Insulation
Tiles
Flooring
Acoustic Ceiling
Sound Equipment
Performance Electrical
Dressing Rooms
Landscaping
\$ \$ \$ \$ \$ \$ \$ \$

45,555.00 3,000.00 10,950.00 1,500.00 \$ 156,650.00 \$ 21,799.00 74,000.00 4,500.00 5,000.00 42,000.00 7,000.00 5,000.00
18,600.00 10,000.00 38,000.00
\$ 120,000.00
 18,000.00
 15,000.00 6,594.00
 10,000.00 5,000.00 1,500.00 1,500.00 8,000.00 1,500.00
 64,990.00
\$ 695,638.00

\$ 35,200.00 \$ 10,950.00 \$ 76,530.00

\$ 42,000.00

\$ 18,000.00

\$ 6,594.00 \$ 10,000.00 \$ 5,000.00

\$ 7,000.00

Bathroom Fixtures Lighting Fixtures Fans

Telephone System

\$ 6,000.00

\$ 1,500.00

\$ 1,000.00

\$ 750.00

\$ 9,250.00

Contingent Total

\$ 211,274.00

24.17%

\$ 36,000.00

4.12%

EXHIBIT C PLANS

(ATTACHED; TO BE SUPPLEMENTED)

EXHIBIT D

RECONVEYANCE DEED

(TO BE ADDED)

**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:

A. <g-^Ac^^> xt^KT^r Cs=>Hs.-e^v.v^Y

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

2. 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: ' ^IVV V° • g^j^pS^Qgp >^cV^S

C. Telephone: 7T3>-3^-ZH^3 Fax: Email: tA^^0^^

D. Name of contact person:

E. Federal Employer Identification No. (if you have one): j'

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):

G. Which City agency or department is requesting this EDS? TA^^K^*^^ V'I^O^-^^fAgpT

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

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

Other (please specify)

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

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

^Cj^-*Vfr-SI hN^SQC^rX

<=^<Jy?^c^>/

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;

Page 2 of 13

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
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SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

[J Yes ^No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

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

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1 -23, Article 1 ("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 1 applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

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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 bidrotating.

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

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

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

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

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

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

— .

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. [] is is not

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

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

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

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

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes No

NOTE: If you checked "Yes" to Item D.L, proceed to Items D.2. and D.3. If you checked "No" to Item D.L, 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.L, provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the

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

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

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

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

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3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which

there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

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

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

The Disclosing Party understands and agrees that;

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

5fc

(Print or type name of Disclosing Party)

(Sign here)-"

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date)

at QuidL County, _\L (state).
Commission expires: _

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S'

Notary Public* "OFFICIAL SEAL-
Erica A Yuen
Notary Public, State of Illinois ' Commission Expires 8/17/2016

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**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 il.B.l.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.

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

Yes No

- 2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to Section 2-92-416 of the Municipal Code?**

Yes No Not Applicable

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

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