



Office of the City Clerk

City Hall
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Legislation Details (With Text)

File #: O2022-2356
Type: Ordinance **Status:** Passed
File created: 7/20/2022 **In control:** City Council
Final action: 9/21/2022
Title: Sale of vacant City-owned property at 6435 N California Ave to Forging Opportunities for Refugees in America, Inc
Sponsors: Lightfoot, Lori E.
Indexes: Sale
Attachments: 1. O2022-2356.pdf

Date	Ver.	Action By	Action	Result
9/21/2022	1	City Council	Passed	Pass
9/13/2022	1	Committee on Housing and Real Estate	Recommended to Pass	
7/20/2022	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

July 20, 2022

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 ordinances authorizing the sale of City-owned properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours.

ORDINANCE

WHEREAS, the City of Chicago ("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; and

WHEREAS, the City is the owner of the real property commonly known as 6435 N. California Avenue, Chicago, Illinois, and more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Property is comprised of an approximately 15,613 square foot lot, occupied by the former Northtown Branch Chicago Public Library (the "Building") and an adjoining parking lot with approximately 10 parking spaces. The Building occupies approximately 11,400 square feet of the Property; and

WHEREAS, Orthodox Jewish Congregations of America, a New York not-for-profit corporation ("Yachad"), an international organization dedicated to enhancing the life opportunities of Jewish individuals that was looking to increase its footprint in the Chicago-area. Yachad wanted to purchase the Property to provide services for children and young adults with developmental disabilities. Yachad made an original purchase offer to the City of \$630,000, which was equal to the Property's appraised value. However, Yachad subsequently lowered that offer to \$400,000 when water damage was discovered in the building, with the cause expected to be either a leaking roof or broken water pipes; and

WHEREAS, public notices advertising the City's intent to enter into a negotiated sale of the Property with Yachad and requesting alternative proposals appeared in the Chicago Tribune, a newspaper of general circulation, on February 26, 2022; and

WHEREAS, in response to the public notice, the City received two addition purchase offers for the former library property. An offer of \$823,000 was submitted by Forging Opportunities for Refugees In America, Inc. NFP, an Illinois not-for-profit corporation ("FORA"), and an offer of \$751,000 was submitted by Chinese Mutual Aid Association, Inc., an Illinois not-for-profit corporation; and

WHEREAS, FORA is a privately funded, not-for-profit organization that provides educational services to refugees who have come to Chicago to start a new life in America. FORA's current offices are next door to the Property, and FORA has run out of space to meet the demands of the refugee population they support. Through teaching English-language skills to recent immigrants, FORA helps young immigrants and their families to ultimately thrive in their adopted home in Chicago; and

WHEREAS, since Yachad had not made its original offer in a competitive bidding environment, Yachad, FORA and Chinese Mutual Aid Association were each allowed to submit a final and best purchase offer; and

WHEREAS, all three organizations increased their bids: FORA - \$962,786; Chinese Mutual Aid - \$821,000; and Yachad - \$650,000; and

WHEREAS, pursuant to Resolution No. 22-007-21 adopted on June 16, 2022, by the Plan Commission of the City (the "Commission"), the Commission recommended that the City

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through its Department of Planning and Development ("DPD") enter into a negotiated sale with the FORA for the purchase of the Property; and

WHEREAS, as conditions of the sale, upon redevelopment of the Property FORA must remediate the Property, as required by the "Purchase Agreement" (as defined in Section 2 below), including obtaining a hazardous materials building survey, and incorporating the results of such survey in FORA's remediation plans for the Building, removing and closing the underground storage tank (if any) on the Property, and obtaining and recording a final comprehensive residential "No Further Remediation" letter issued by the Illinois Environmental Protection Agency, as such environmental requirements may be revised by the Commissioner of the Department of Assets, Information and Services; now, therefore,

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

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

SECTION 2. The City Council of the City hereby approves the sale of the Property to FORA for the amount of Nine Hundred Sixty-Two Thousand Seven Hundred Eighty Six Dollars (\$962,786). The approval is expressly conditioned upon the City entering into a purchase agreement with FORA (the "Purchase Agreement") substantially in the form attached hereto as Exhibit B. The Commissioner of DPD (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 Purchase Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Purchase Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Purchase Agreement.

SECTION 3. The Mayor or her proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, one or more quitclaim deed(s) conveying the Property to FORA.

SECTION 4. 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 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

EXHIBIT A

Forging Opportunities for Refugees In America, Inc. NFP, An Illinois not-for-profit corporation

6431 N. California Avenue, Chicago, Illinois 60645

Purchase Amount: Appraised Value:
\$962,786 \$630,000

Legal Description (Subject to Title Commitment and Survey):

LOTS 26, 27 AND THE SOUTH 1/2 OF LOT 28 IN BLOCK 3 IN DEVON-CALIFORNIA ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6435 N. California Avenue, Chicago, Illinois 60645

Property Index Number: 10-36-424-033-0000

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EXHIBIT B

Purchase Agreement [Attached]

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is entered as of _____, 2022 ("Effective Date"), by and between the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City" or "Seller"), acting by and through its Department of Planning and Development ("DPD"), and FORGING OPPORTUNITIES FOR REFUGEES IN AMERICA, INC. NFP, an Illinois not-for-profit corporation ("Buyer"), with a principal place of business at 6431 N. California Avenue, Chicago, IL 60645, Attn: Executive Director.

RECITALS

WHEREAS, Seller owns the real property located at 6435 North California Avenue, Chicago, Illinois, as legally described on Exhibit A attached hereto and incorporated here (the "Property"); and

WHEREAS, the Property is comprised of an approximately 15,613 square foot lot, occupied by the former Northtown Branch Chicago Public Library (the "Building") and an adjoining parking lot with approximately 10 parking spaces. The Building occupies approximately 11,400 square feet of the Property; and

WHEREAS, Buyer has submitted a proposal to purchase the Property; and

WHEREAS, Buyer has provided the City a Phase I Environmental Site Assessment ("Phase I ESA") prepared by K-Plus Engineering Services, LLC, dated July 5, 2022, which has identified the following recognized environmental conditions ("RECs"): 3000 gallon underground heating oil tank on the Property and nearby former cleaners at 6434 North Fairfield Avenue and 6431 North California Avenue; and

WHEREAS, Buyer shall obtain a Phase II Environmental Site Assessment; and

WHEREAS, Buyer shall meet the environmental remediation requirements in Exhibit C attached hereto and incorporated here; and

WHEREAS, the City has agreed to sell the Property to Buyer for the purchase price set forth in Section 2 in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City Council of the City (the "City Council"), pursuant to an ordinance adopted on _____, 2022, and published at pages _____ through _____ in the Journal of the Proceedings of the City Council for such date, authorized, subject to the execution, delivery and recording of this Agreement, the sale of the Property to Buyer;

NOW, THEREFORE, in consideration of the above recitals, for the mutual covenants and consideration set forth herein, City agrees to sell to Buyer, and Buyer agrees to purchase from City, for the Purchase Price (as hereinafter defined) and on terms and conditions set forth herein, the following:

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Section 1. Incorporation of Recitals.

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.

Section 2. Purchase Price.

The purchase price for the Property is **NINE HUNDRED SIXTY-TWO THOUSAND SEVEN HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$962,786.00)** (the "Purchase Price").

Section 3. Earnest Money; Performance Deposit; Default.

a) Within one (1) business day of the full execution of this Agreement, Buyer shall deliver the sum of **FORTY-EIGHT THOUSAND ONE HUNDRED THIRTY-NINE AND NO/100 DOLLARS (\$48,139.00)** in escrow to the Title Company (defined below) (the "Earnest Money"). Except as otherwise provided under this Agreement, the Earnest Money shall be nonrefundable and shall be applied to the Purchase Price at the closing.

b) Buyer shall deposit with the City a performance deposit in the amount of FORTY-EIGHT THOUSAND ONE HUNDRED THIRTY-NINE AND NO/100 DOLLARS (\$48,139.00) ("Performance Deposit") as security for Buyer's performance of its obligations under this Agreement, which the City will retain until Buyer has provided the City a copy of the recorded Final NFR Letter (as that term is defined in Exhibit C). The dollar amount of the Performance Deposit includes Twenty Thousand and No/100 Dollars to secure the Buyer's removal of any underground storage tanks on the Property. The City acknowledges that Buyer has previously deposited THIRTY-SEVEN THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$37,650.00) leaving a remaining Performance Deposit due of TEN THOUSAND FOUR HUNDRED EIGHTY-NINE AND NO/100 DOLLARS (\$10,489.00). The City will pay no interest to Buyer on the Performance Deposit. Promptly following Buyer's recording of the Final NFR Letter, Buyer shall submit a request for a return of the Performance Deposit, and the City shall return the Performance Deposit within ninety (90) days of receiving such request.

(b) If either party shall default in any of their respective obligations under this Agreement, the other party, by notice to such defaulting party specifying the nature of the default and the date on which this Agreement shall terminate (which date shall be not less than thirty (30) days after the giving of such notice), may elect to terminate this Agreement, and upon such date, unless the default so specified shall have been cured, this Agreement shall terminate. In the case of a default by Buyer that remains uncured as provided for herein, Seller may elect to terminate this Agreement at Seller's sole and exclusive remedy, and upon such termination the Earnest Money and Performance Deposit shall be forfeited to Seller. In the case of a default by Seller that remains uncured as provided for herein, Buyer may terminate this Agreement, upon which the Earnest Money shall be returned to Buyer.

Section 4. Closing. The closing shall occur within 15 days after the expiration or waiver by Buyer in writing of the contingencies in Section 13 hereof at the offices of the Commercial Division of Greater Illinois Title Insurance Company, 120 N. LaSalle Street, Suite 900, Chicago, Illinois 60602 ("Title Company"). At the closing, Seller shall deliver into escrow the documents provided for under this Agreement. The closing shall be through an escrow with

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the Title Company. Payment of the Purchase Price and delivery of deed shall be made through the escrow. The cost of the closing escrow and all other closing costs shall be paid by Buyer.

Section 5. Payment of Balance. The balance of the Purchase Price shall be paid by Buyer at closing by wire transfer of immediately available funds into escrow with the Title Company.

Section 6. Transfer Taxes. The transaction contemplated by this Agreement is exempt from transfer taxes as a transfer from a governmental body.

Section 7. Deed and Closing Documents. At closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable quit claim deed, in customary form reasonably acceptable to the parties. Seller shall also deliver to the Title Company at closing all necessary state, county and municipal real estate transfer tax declarations, a City of Chicago water certification, a non-foreign certification, an ALTA statement (based upon Seller's actual knowledge) and a settlement statement which is consistent with this Agreement. Seller will not provide an affidavit of title or personal undertaking. At or prior to closing, Buyer shall deliver all documents and instruments, each executed and acknowledged (where appropriate) by Buyer, which Seller may reasonably determine are necessary to evidence the authority of Buyer to enter into and perform this Agreement. Any reference to Seller's knowledge in this Agreement shall mean the actual knowledge of Robert McKenna in DPD.

Section 8. As-Is Sale.

a) The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the property or the suitability of the property for any purpose whatsoever. Buyer acknowledges that it has had or will have adequate opportunity to inspect and evaluate the structural, physical and environmental condition and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed that Buyer is buying the Property in its "as is" and "where is" condition as of the time of closing, and "with all faults" condition at closing, with all faults and defects, latent or otherwise, and that Seller has not and does not hereby make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to Buyer, with respect to the physical, structural or environmental condition or value of the Property, its compliance with any statute, ordinance or regulation, its habitability, suitability, merchantability or fitness for any purpose whatsoever. Buyer 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 Seller or its agents or employees with respect thereto. Buyer agrees that it is Buyer's sole responsibility and obligation at its expense to perform any work and take such other action as is necessary to put the Property in a condition which is suitable for its intended use.

b) Buyer acknowledges that Seller is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Property made or furnished by any real estate agent, broker, employee, or other person representing or purporting to represent Seller, including, without limitation, with respect to the physical condition, size, zoning, income potential, expenses or

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operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof.

c) Buyer, on behalf of itself and its successors and assigns, and their respective officers, directors, employees, members, managers, agents and representatives (collectively, "Buyer Parties"), expressly releases, renounces and waives any claims or causes of action it may have against Seller, its officers, agents and employees, under any existing or future theory of law (federal, state or local, or by common law), 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, foreseen or unforeseen, now existing or occurring after the closing, based upon, arising out of or in any way connected with, directly or indirectly, the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of hazardous or toxic materials, substances, wastes or other environmentally regulated substances, or other contaminants or pollutants in, on, under or about the Property, and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the Property prior to the Closing.

d) This Section 8 shall survive the closing.

Section 9. Seller Representations and Warranties. Seller represents and warrants to Buyer as follow, which representations and warranties shall be deemed to be remade as of the closing and shall survive the closing for a period of one (1) year:

a) Seller is authorized by the Illinois Constitution and/or Illinois law to enter into this Agreement and consummate the transaction contemplated by this Agreement.

b) There are no other contracts of sale or leases or, to Seller's actual knowledge, license

agreements or other agreements granting any third parties the right to purchase, use or occupy the Property.

c) After the Effective Date, Seller shall not enter into any new leases, license agreements or other contracts with respect to the Property that will survive the closing without the prior written consent of Buyer.

d) To Seller's actual knowledge, there is no pending or threatened condemnation or eminent domain action or proceeding relating to the Property.

Section 10. Buyer Representations and Warranties. Buyer represents and warrants to Seller as follow, which representations and warranties shall be deemed to be remade as of the closing and shall survive the closing for a period of one (1) year:

(a) Buyer is an Illinois not-for-profit corporation duly organized, validly existing, and qualified to do business in the state of Illinois. Buyer has the right, power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance by Buyer of its obligations under this Agreement has been duly authorized by all necessary corporate action, and does not violate Buyer's articles of incorporation or by-laws, as the same may be amended and supplemented, nor any applicable provision of law, nor does it constitute a material breach of, default under or require any consent under any agreement, instrument or document to which Buyer is now a party or by which it is now or may become bound.

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

c) All certifications and statements contained in the Economic Disclosure Statement and Affidavit submitted to the City by Buyer (and any legal entity holding an interest in Buyer) are true, accurate and complete as of the date of certification and the closing date. Buyer represents that it does not have any outstanding water bills, traffic or parking tickets, or other obligations to the City of Chicago.

Section 11. Possession; Condition of Property at Closing. Seller agrees to surrender possession of the Property at closing. If the Property is not materially in the same condition on the date of closing as it was on the Effective Date, ordinary wear and tear excepted, Buyer shall have as its sole remedy the right to receive a refund of all of the Earnest Money and Performance Deposit and terminate this Agreement; provided, however, Buyer shall first deliver written notice to Seller of the objectionable condition and allow Seller thirty (30) days (or such longer period as shall be reasonably necessary) to restore the Property to its prior condition. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no obligation in the event of casualty or other loss or destruction to restore the Property to its prior condition.

Section 12. Title and Survey.

a) Buyer shall be solely responsible for and shall pay all costs associated with obtaining a title commitment for an owner's policy of title insurance (the "Commitment") for the Property issued by the Title Company (including all search, continuation and later-date fees), and obtaining title insurance, extended coverage or any other endorsements it deems necessary (the "Title Policy"). Buyer shall be responsible for obtaining any utility letters or other documents needed to obtain extended coverage. Buyer may also, at its expense, obtain a current survey of the Property within twenty (20) days after the Effective Date. Within five

(5) business days after Buyer receives the survey and any new or updated title commitment (which Buyer may request from the Title Company at any time and from time to time in its sole discretion), Buyer shall furnish a copy of the same to Seller. Within thirty (30) days after the Effective Date, Buyer shall deliver notice to Seller of any objectionable title or survey matter or defect disclosed on the survey or the Commitment, and within five (5) business days after receipt of any updated title commitment, Buyer shall deliver notice to Seller of any objectionable title or survey matter or defect not previously disclosed on any earlier title commitment and disclosed on such updated title commitment (a "Title Objection Notice"). With respect to previously undisclosed exceptions identified on an updated title commitment issued less than thirty (30) days prior to the closing, the closing shall be extended for up to thirty (30) days as necessary to allow Buyer and Seller to exercise their rights and remedies provided in this subsection (a) and in subsection (b) below. Any objections to matters on the title commitment and survey not made within the time periods set forth herein shall be deemed to be waived by Buyer, and any exceptions not objected to by Buyer as provided above shall be permitted exceptions hereunder.

b) No later than fifteen (15) days after receipt of a Title Objection Notice, Seller shall notify Buyer in writing as to which objections set forth in the Title Objection Notice Seller has elected to cure, if any. If Seller fails to deliver such a notice with respect to any objection, elects

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not to cure any objection, or is unable to cure any objection in a manner satisfactory to Buyer prior to the closing date (each, an "Uncured Objection"), then Buyer may elect to either: (i) proceed to closing and take title "as is" without reduction of the Purchase Price, in which event any unacceptable conditions and exceptions shall be deemed permitted exceptions hereunder, or (ii) terminate this Agreement by notice to Seller. Further, if Seller notifies Buyer that Seller intends to attempt to cure the objections by the closing date but Seller fails to cure such objections by such date, then Buyer shall be entitled to exercise its option under subsection 12(b)(i) or (ii) above, provided that the option under subsection 12(b)(ii) above shall be exercised prior to or on the closing date (as may be extended pursuant to subsection (a) above). Upon any termination of this Agreement pursuant to this Section 12(b), all Earnest Money paid by Buyer shall be refunded to Buyer, and this Agreement shall be deemed null and void and of no further force or effect with Buyer and Seller having no further rights, obligations or liabilities hereunder except as otherwise set forth herein.

(c) This Section 12 shall survive closing.

Section 13. Due Diligence Investigation and Contingencies.

a) The obligation of Buyer to purchase the Property is conditioned upon Buyer being satisfied with the condition of the Property for the construction, development and operation of a facility for providing education services, including, for example, tutoring of refugee children.

b) Buyer shall have until 5:00 pm Central Time on the sixtieth (60th) calendar day from and after the Effective Date (the "Inspection Contingency Period") to (i) inspect the physical and environmental condition of the Property, which may include, at Buyer's sole cost and expense, soil testing and such other physical evaluation as Buyer may deem necessary to determine the environmental condition of the Property, (ii) obtain a Phase II environmental site assessment ("Phase II ESA"), and any other tests or reports relating to the condition of the Property, and (iii) obtain an ALTA/NSPS survey of the Property by a licensed surveyor ("Survey"). Prior to performing any soil borings or any other invasive testing of the Property, Buyer must obtain the City's written approval.

c) Buyer shall have until the expiration of the Inspection Contingency Period to conduct its due diligence inspections, investigations and analyses of the Property and of all information pertaining to the Property to determine whether the Property is acceptable to Buyer. If on or before the expiration of the

Inspection Contingency Period, Buyer determines, in its sole discretion, that the physical or environmental condition of the Property is not suitable for Buyer's intended use, Buyer may, as its sole and exclusive right and remedy, terminate this Agreement by giving written notice of termination to the City on or before the expiration of the Inspection Contingency Period. If Buyer does not give such written notice of termination on or before the expiration of the Inspection Contingency Period, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 13 and this Agreement shall continue in full force and effect. If Buyer terminates this Agreement by giving written notice of termination to the City on or before the expiration of the Inspection Contingency Period, the Earnest Money and the Performance Deposit shall be returned to Buyer, all documents pertaining to the Property delivered or made available to Buyer by the City shall be returned to the City and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder.

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d) The City shall grant to Buyer a right of entry to the Property for the sole purpose of allowing Buyer to conduct its due diligence. Prior to entry on the Property for due diligence purposes, Buyer shall provide prior written notice of at least two (2) business days to Robert McKenna in DPD. Pursuant to such right of entry granted by the City hereunder, Buyer and its representatives shall be permitted to enter upon the Property at any reasonable time and from time to time during the Inspection Contingency Period to perform and inspect the physical and environmental condition of the Property. Buyer shall not interfere with the City's use of the Property during any such inspection or in the performance of any testing and agrees that, at the City's election, a representative designated by the City may be assigned to accompany Buyer or its representatives during any such inspection or the conduct of any such testing at the Property or any part thereof.

e) Prior to entering upon the Property, Buyer shall provide proof of insurance as required by Exhibit B attached hereto and made a part hereof.

f) Buyer covenants and agrees to keep confidential and not disclose to any third party without the City's prior written consent any of the reports or any other documentation or information obtained by (or prepared for) Buyer which relates to the Property, all of which shall be used by Buyer and its agents solely in connection with the transactions contemplated by this Agreement, in each case other than (i) to lenders or potential lenders, employees, investors or potential investors, accountants, attorneys and other professionals and consultants on a need-to-know basis, (ii) to the extent Buyer is obligated by law, rule, regulation, court order or subpoena to make such disclosure or such disclosure is otherwise required in connection with litigation or other judicial proceeding, or (iii) to the extent such information is a matter of public record or is available in the public domain. Promptly after receipt of the written request of the City, Buyer shall deliver to the City a complete copy of any written studies, reports, tests results or similar documents relating to the Property prepared by or on behalf of Buyer or its agents.

g) Buyer agrees to indemnify, defend and hold the City and its employees, Agents, officers and officials (individually, a "City Party," and collectively, the "City Parties") harmless from and against any and all Losses suffered or incurred by any of the City Parties as a result of or in connection with any entry upon the Property and any activities in connection with Buyer's inspection of the Property (including activities of any of Buyer's employees, consultants, contractors or other agents), including, without limitation, mechanics liens and damage to any portion of the Property and injury to persons or property resulting from such activities, in each case unless any of the same are caused by the sole gross negligence or sole willful misconduct of any City Party. If any part of the Property (including any improvements situated on the Property) is damaged, disturbed or altered in any way as a result of such entry or activities by Buyer or its employees, consultants, contractors or other agents, Buyer shall promptly restore such portion of the Property to its condition existing

prior to such entry or the commencement of such activities. Buyer shall not cause or permit any mechanics' liens or other liens to be filed against the Property or any part thereof as a result of Buyer or its agents' inspections of the Property. The indemnifications provided hereby shall survive the closing and the expiration or any sooner termination of this Agreement.

h) Buyer shall not be permitted to terminate this Agreement with respect to only a portion of the Property during the Inspection Contingency Period and any such election by Buyer to terminate this Agreement shall be deemed to be an election to terminate this Agreement in its entirety, unless otherwise expressly agreed to in writing by the City.

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Section 14. Environmental Remediation. Buyer shall comply with the environmental remediation requirements set forth in Exhibit C attached hereto and made a part hereof.

Section 15. Brokerage Commissions. Seller and Buyer represent and warrant to each other that there are no real estate sales or brokerage commissions or like commissions that are or may be due in connection with this transaction. Each party shall indemnify, defend (with legal counsel reasonably acceptable to the other party) and hold harmless the other party for, from and against any claims by third parties made by or through the acts of such party, for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided herein, and all costs and expenses incurred by the other party in connection therewith including, but not limited to, reasonable attorneys' fees.

Section 16. Non-Foreign Person. Seller represents and warrants that it is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and is therefore exempt from the withholding requirements of said Section 1445. At closing, if required by the Title Company to issue the Title Policy, Seller shall furnish to the Title Company at the closing a non-foreign certification in a form reasonably acceptable to the Title Company. Seller agrees to indemnify Buyer from any liability, loss, cost and expense, including reasonable attorney's fees and expenses, which result from any inaccuracy in representation and warranty set forth above or in the said non-foreign certification.

Section 17. Days and Time. Any reference in this Agreement to a "day" or "days" shall mean a calendar day or days, and not a business day or days, unless the provision expressly refers to a "business" day or day. In the event that a day or date or the last day of a period provided for or referred to in this Agreement shall fall on a Saturday, Sunday or legal holiday in the City of Chicago, then such day or date or the last day of such period shall be automatically extended to the next day which is not a Saturday, Sunday or legal holiday in the City of Chicago. If the term "business day" is used in this Agreement, such term means any day which is not a legal holiday in the City of Chicago.

Section 18. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

Section 19. Notices. All notices and other communications provided for in this Agreement ("Notices") shall be in writing. A Notice may be given by a party to this Agreement or by a party's attorney. The "Notice Addresses" of the parties for purposes of this Agreement are the respective addresses set forth on the signature page of this Agreement. A Notice to a party shall be effective when delivered during normal business hours to such party's Notice Address by any means, including, without limitation, personal delivery by the party giving the Notice, delivery by a commercial courier or delivery service or delivery by facsimile or other electronic transmission. If delivery of a Notice is refused, it shall be deemed to have been delivered at the time of such refusal of delivery. The party giving a Notice shall have the burden of establishing the fact and date of

delivery or refusal of delivery of a Notice.

Section 20. Entire Agreement; No Reliance. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements and understandings of the parties. Each party acknowledges that it is executing this Agreement without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein.

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Section 21. Assignability. Buyer may not assign its rights under this Agreement without the consent of Seller, which consent may be given or withheld by Seller in its sole discretion.

Section 22. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Modifications and Amendments. This Agreement may be modified or amended only by a written instrument signed by the party sought to be bound by such modification or amendment.

Section 24. Counterparts; Electronic Signatures. This Agreement and any modification or amendment to this Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document. Receipt of an executed signature page to this Agreement or any modification or amendment of this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

Section 25. Governing Law. This Agreement shall be governed by the law of the State of Illinois.

Section 26. City's Representatives Not Individually Liable. No agent, official or employee of the City shall be personally liable to Buyer, or any successor in interest to Buyer, in the event of any default or breach by the City under the terms of this Agreement.

Section 27. Conflict of Interest. Buyer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in Buyer, this Agreement, the Property or the Intended Use of the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement 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.

Section 28. Business Relationships. Buyer 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 described 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. Buyer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

Section 29. Patriot Act Certification. Buyer represents and warrants that neither Buyer nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. An "Affiliate" shall be deemed to be a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Buyer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

Section 30. Prohibition on Certain Contributions (Executive Order No. 05-1).

1 Buyer agrees that Buyer, any person or entity who directly or indirectly has an ownership or beneficial interest in Buyer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Buyer's contractors (i.e., any person or entity in direct contractual privity with Buyer 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 (Buyer 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 her political fundraising committee (a) after execution of this Agreement by Buyer, (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 February 10, 2005, the effective date of Executive Order 2005-1.

2 Buyer represents and warrants that from the later of (a) February 10, 2005, or (b) the date the City approached Buyer, or the date Buyer 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 her political fundraising committee.

3 Buyer 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 her political fundraising committee.

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

30.5 Notwithstanding anything to the contrary contained herein, Buyer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 34 or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no

opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, 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 Buyer intentionally violates this provision or Mayoral Executive Order No. 05-1 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 her political fundraising committee.

b) "Other Contract" means any other agreement with the City to which Buyer 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.

Section 31. Failure to Maintain Eligibility to Do Business with the City. Failure by Buyer or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereto to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement. Buyer shall at all times comply with Section 2-154-020 of the Municipal Code.

Section 32. 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 Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Buyer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

[SIGNATURE PAGE(S) FOLLOW THIS PAGE]

Buyer:

**FORGING OPPORTUNITIES FOR
REFUGEES IN AMERICA, INC. NFP,**
An Illinois not-for-profit corporation

Seller:

CITY OF CHICAGO,
an Illinois municipal corporation

By:

Name:

Its:

Date:

By:

Maurice Cox
Commissioner

Department of Planning and Development

Date:

Address:

Forging Opportunities for Refugees in America, Inc. NFP
6431 N. California Avenue, Chicago, IL 60645, Attn: Executive Director

Address:

City of Chicago
Department of Planning and Development 121 N. LaSalle Street, 10th Floor Chicago, IL 60602 Attn:
Commissioner

EXHIBIT A

LEGAL DESCRIPTION

(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

LOTS 26, 27 AND THE SOUTH 1/2 OF LOT 28 IN BLOCK 3 IN DEVON CALIFORNIA ADDITION TO ROGERS PARK, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PIN: 10-36-424-033-0000

Commonly known as: 6435 N. California Avenue, Chicago, Illinois 60645

EXHIBIT B

RIGHT OF ENTRY INSURANCE

Buyer shall procure and maintain, or cause its contractors and subcontractors to procure and maintain, at Buyer's sole expense (or the expense of its contractors and subcontractors as applicable), the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering all work under the right of entry granted under Section 15 of this Agreement (the "Due Diligence Activities"), whether performed by or on behalf of Buyer. All insurance policies shall remain in effect until completion of the Due Diligence Activities.

a) Worker's Compensation and Employer's Liability Insurance. Buyer and its contractors shall procure and maintain Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to enter the Property under this Agreement, and Employer's Liability Insurance with limits of not less than \$500,000 each accident or illness.

b) Commercial General Liability Insurance (Primary and Umbrella). Buyer and its contractors shall procure and maintain Commercial General Liability Insurance, or equivalent, with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Due Diligence Activities.

c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Due Diligence Activities, Buyer and its contractors shall procure and maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

d) Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform work in connection with the Due Diligence Activities, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$1,000,000, with coverage including contractual liability. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

Buyer shall deliver, or cause its contractors and subcontractors to deliver, certificates of insurance to the City prior to commencing any Due Diligence Activities on the Property. Buyer expressly understands and agrees that any coverage and limits furnished by Buyer shall in no way limit Buyer's liabilities and responsibilities set forth in this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of the City to obtain certificates or other evidence of insurance from Buyer (or its contractors or subcontractors as applicable) shall

not be deemed to be a waiver by the City of the insurance requirements set forth herein. Buyer shall advise all insurers of the insurance requirements set forth herein and the nature of its use of the Property.

Buyer agrees that insurers shall waive their rights of subrogation against the City. Buyer expressly understands and agrees that any coverages and limits furnished by it (or its contractors or subcontractors as applicable) shall in no way limit Buyer's liabilities and responsibilities specified in this Agreement or by law. Buyer expressly understands and agrees that its insurance (or that of its contractors or subcontractors as applicable) is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by Buyer (or its contractors or subcontractors as applicable) under this Agreement.

ENVIRONMENTAL REMEDIATION

L Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

"Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

"Environmental Laws" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Final NFR Letter" means (i) with respect to any portion of the Property to be used for residential, recreational or other open space purposes, a final comprehensive "No Further Remediation" letter from the IEPA approving the use of the applicable portion of the Property for the proposed residential Project or recreational or other open space areas, and (ii) for any portion of the Property to be used for commercial purposes, a final comprehensive "No Further Remediation" letter from the IEPA approving the use of the applicable portion of the Property for the proposed commercial Project. In either case, the Final NFR Letter may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"Hazardous Building Material Survey" shall include (but is not limited to) asbestos and lead-based paint survey, visually inspecting the Site to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, mold, or any other materials that may require special handling or disposal during or after demolition.

"Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"Other Regulated Material" means any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude

oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"IEPA" means the Illinois Environmental Protection Agency.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

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

"RAP" shall mean the Remedial Action Plan document required by the IEPA in order to receive a final, comprehensive residential No Further Remediation Letter.

"RAP Approval Letter" shall mean written approval from the IEPA of a Remedial Action Plan ("RAP").

"Remediation Objectives" means (i) with respect to any portion of the Property to be used for residential, recreational or other open space purposes, TACO Tier I remediation objectives for residential properties as set forth in 35 Ill. Adm. Code Part 742, and (ii) for any portion of the Property to be used for commercial purposes, TACO Tier I remediation objectives for commercial properties as set forth in 35 Ill. Adm. Code Part 742.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary obtain a Final No Further Remediation Letter for the Property in accordance with the terms and conditions of the Remedial Action Plan Approval Letter for the Property issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA,

"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report and any and all related correspondence, data and other information prepared by either party pursuant to this Exhibit C.

"TACO" means the Tiered Approach to Corrective Action Objectives codified at 35 Ill. Adm. Code Part 742 et seq.

"Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

2. Testing and Remediation.

a) Hazardous Building Material Survey: Buyer will conduct a Hazardous Building Material Survey of the Site prior to conducting any building rehabilitation or demotion work. The Hazardous Building Material Survey shall include (but is not limited to) asbestos and lead-based paint survey, visually inspecting the Site to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, mold, or any other materials that may require special handling or disposal during or after demolition. A report documenting the Hazardous Building Material Survey results and an abatement plan shall be submitted to the City for review prior to beginning any rehabilitation work.

Buyer will incorporate the results of Hazardous Building Material Survey into rehabilitation documents and perform abatement and/or removal as part of the rehabilitation of the Site in accordance with all local, state and federal regulations. A report documenting the completion of the abatement and/or removal shall be submitted to the City prior to occupancy. If removal activities are not deemed sufficient by AIS, Buyer shall continue work at their own expense.

b) Buyer has previously provided the City Phase I Environmental Site Assessment ("Phase I ESA"), dated July 5, 2022, compliant with ASTM E-1527-13. Buyer shall cause its environmental consultant to provide the City a reliance letter naming the City for the Phase I ESA dated July 5, 2022. Buyer shall provide the City a new or an updated Phase I ESA conducted within 180 days prior to the conveyance of the Property, with a reliance letter naming the City.

c) The Phase I ESA for the Property identified Recognized Environmental Conditions ("RECs"). Therefore, Buyer shall perform a Phase II Environmental Site Assessment ("Phase II ESA") to ascertain the presence of any environmental impacts that may be associated with the RECs. Upon the City of Chicago Department of Assets, Information, and Services' (AIS) request, Buyer shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on the Property, including, without limitation, updating or expanding the Phase I ESA and performing initial or additional Phase II testing.

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d) Buyer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. AIS shall have the right to review and approve the sufficiency of the Phase I and Phase II ESAs. The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property.

e) The City shall have the right to review and approve the scope of work prior to the Phase II ESA being conducted. The Phase II ESA must be approved by the City.

f) If contamination is noted above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, then Buyer must enroll the Property (or any portion thereof) in the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program ("SRP"), unless the City determines that it is not necessary to enroll the Property in the SRP. Any underground

storage tanks ("USTs") identified must be removed and closed in accordance with applicable regulations including Title 41 of IAC Part 175 and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 734.

g) If Buyer enrolls (or is required to enroll) the Property (or any portion thereof) in the SRP, Buyer acknowledges and agrees that it may not commence construction on the Property until the IEPA issues a Remedial Action Plan Approval Letter ("RAP Approval Letter") for the Property.

h) Upon receipt of the RAP Approval Letter for the Property, Buyer covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive residential Further Remediation ("NFR") Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and Buyer's estimate of the cost to perform the Remediation Work. Buyer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. Buyer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. Buyer acknowledges and agrees that the City will not permit occupancy until the IEPA has issued, and Buyer has recorded with the Cook County Recorder of Deeds and the City has approved, a Final Comprehensive residential NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld. If Buyer fails to obtain the Final Comprehensive residential NFR Letter within six (6) months of the submission of the Remedial Action Completion Report to the IEPA, then the City shall have the right to record a notice of default of this RDA against the Property.

(i) Buyer must abide by the terms and conditions of the Final Comprehensive residential NFR letter.

3. Release and Indemnification. Buyer, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property

under or through Buyer following the date of the Deed (collectively, the "Buyer Parties"), hereby releases, relinquishes and forever discharges the City Parties, from and against any and all Losses which Buyer 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, foreseen or unforeseen, now existing or occurring after the date of this Deed, based upon, arising out of or in any way connected with, directly or indirectly: (i) any environmental contamination, pollution or hazards associated with the Property 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 Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Property or the migration of Hazardous Substances or Other Regulated Material from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) 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 Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Buyer Parties waive their rights of contribution and subrogation against the City Parties.

4. Release Runs with the Property. The covenant of release set forth in Section 3 of this Exhibit C shall run with the Property and shall be binding upon all successors and assigns of Buyer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through Buyer following the date of the Deed. Buyer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to Buyer. It is expressly agreed and understood by and between Buyer and the City that, should any future obligation of Buyer or Buyer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither Buyer nor any other Buyer Parties shall assert that those obligations must be satisfied in whole or in part by the City, because this covenant contains a full, complete and final release of all such claims.

5, Survival. The terms of this Exhibit C shall survive the Closing or any earlier termination of this Agreement (regardless of the reason for such termination).

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CITY OF CHICAGO ECONOMIC
DISCLOSURE STATEMENT AND
AFFIDAVIT

SECTION I - GENERAL INFORMATION

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

Oo^ccTv.wi K'rs -rc& VUy^geS -i fl^c^A , l, \ c ft

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant
OR
2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name:
OR
3. a legal entity with a direct or indirect right of control of the Applicant (see Section 11(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:

C. Telephone: (7c&) Gofk Fax: Email: fl,ck Ng\ (ftFe^'yprtNi ,o

D. Name of contact person: (A^q^x Q* Ce^yvx?^

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

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

^waL/u^o, ^~~~~ jUiXtU*^ c-a" Q^--^ S ||j, CJu^-^tvu;^ CWc : QJh^a^

G. Which City agency or department is requesting this EDS? V^^d^:i-\ G-t \$blTvKL%r, V^**Wv^

\ O

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

Specification # \i Jj\ and Contract # N Jf\
Ver.2018-1 Page 1 of 15

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing

- Person
- Publicly registered business coiporation
- 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:

L \licvr^^

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

Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

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

Name ^ Title

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. 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: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the
------	------------------	----------------------------

Applicant

_Nar^ :

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? [] Yes [VfNo

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? [JYes [PNNo

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party? [] Yes [>JNo

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse (s)/domestic partner(s) and describe the financial interest(s).

. M/A

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), 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. 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.

Page 3 of 15

Name (indicate whether Business Relationship to Disclosing Party Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

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

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC 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. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water

and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

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3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(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, during the 5 years before 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 subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before 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.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) consent:

- 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").

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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 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 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 subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
 - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any 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 5/33 E-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.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant 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 MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant 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 Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

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contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. 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:

-Ns-rv<_

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.

12. 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 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**

13. 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 \$25 per recipient, or (iii) a

political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

Mcivy

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is py[is not

a "financial institution" as defined in MCC Section 2-32-455(b).

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 MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. 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."

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

N/A,

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, 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 [y] 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), skip Items D(2) and D(3) and 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 financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

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

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

N / A

(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, as amended, 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

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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,"

as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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 Reports not required

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 -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

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 Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance 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 this ordinance.

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 City transactions. 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 in, and appended to, this EDS may be made publicly available 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 MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

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

(Print or type exact legal name of Disclosing Party')

By: f'OUiV £ . 0 C&\a^j
C\ (Sign here) f

0^

(Print or type name of person signing)

(Print or typk titled of person signing)

Signed and sworn to before me on (date) *7 / % j & ^

at Ct?4y County, llfVio t' S (state).

Notaiy Public

Commission expires:

MHRTI TAYLOR

life F O R A

FORGING OPPORTUNITIES FOR REFUGEES IN AMERICA

■ Transparency ■
2022

∴ Candid.

1723 W. Devon Ave, PO Box #60085, Chicago, IL 60660

Response to Section II.B

List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not for profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates, or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability- companies, limited liability partnerships or joint ventures, each general partner managing member, manager or any other person or legal entity- that directly or indirectly controls the day-to-day management of the Applicant.

Executive Officers

- • Michael O'Connor, Managing Director
- • Arkhawan Salih, Head of Office
- • Lauren Kearns, Chief of Staff
- • David McKenzie, Chief Administrative Officer

Directors

- • Farah Noor Cheema, President
- • Melike Oncu, Vice President
- • Wendy Kaplan Miller, Interim Treasurer
- • Kathleen O'Connor, Board Member
- • Michael O'Connor, Board Member
- • Serb Rigoletti, Board Member
- • Shaik Kaleem, Board Member
- • Natasha Yaqub, Board Member

Gold

! Transparency ' • 2022 v

∴ Candid.

T 723 W. Devon Ave, PO Box 1/60085, Chicago, IL 60660

Response to Section IV

We initially used a lawyer, pro bono, from Nery & Richardson, Mr. Joseph Nery (4258 W 63rd St, Chicago, IL 60629). We are now using attorney Thomas R. Raines, (20 N Upper Wacker Dr. Ste 556, Chicago, IL 60606), pro bono. We plan on continuing to use, pro bono, Mr. Raines as our attorney through closing.

When the property went on the market, we hired entities to help us understand the value of the property and what rehabilitation was needed . We have not committed to retain any of these entities.

We paid \$2,100 to Chicago Commercial Appraisal Group (1234 Sherman Ave., Evanston, IL 60202) for a thorough formal property and building appraisal.

A contractor called GE Construction, 5484 N. Oconto Ave., Chicago, IL 60656, helped us, for free, to arrange various subcontractor estimates for us. We also had STK Plumbing, 3535 W Peterson Ave., Suite 315, come to give an estimate for the plumbing and paid it no fees.

We paid for the following sub-contractors to come to give us an estimate of costs for rehab:

\$250 to David R. Construction, 5112 Spruce Point Drive., Gurnee, Illinois 60031 for a roof estimate.

\$250 to Celtic Environmental Corp., 6640 W 99th Place, Suite A, Chicago Ridge, IL 60415, for an environmental review.

\$449 to AA Service Company (heating and cooling), 550 Anthony Trail, Northbrook, Il 60062 for a heating and cooling estimate.

We are paying 813,245 for K-Plus Engineering Services, LLC, to do an Environmental Phase I, Phase II and Hazmat survey and are working with the city as required. Its address is 15 Spinning Wheel Rd #320, Hinsdale, IL 60521.

Regarding the contractors and subcontractors, above, we may or may not use any or all of them to rehab the space. No decisions have been made to date in this regard.

**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%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC 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. La., 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% 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% (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 MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

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 MCC Section 2-92-416?

Yes No If the Applicant is not publicly traded on any exchange.

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

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

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor"

as defined in MCC Section 2-92-385. That section, which should be consulted (www.amlegal.com <<http://www.amlegal.com>>), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1). If

you checked "no" to the above, please explain.