



Office of the City Clerk

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Legislation Text

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OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

April 10, 2019

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a purchase agreement regarding property located at 3154 East 95th Street.

Your favorable consideration of this ordinance will be appreciated.

Mayor

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 affairs; and

WHEREAS, since 2003, the City has leased ("Lease") from Brown Inc. of Michigan City Indiana ("Brown"), a corporation existing under the laws of the State of Indiana and registered to conduct business in

Illinois as a foreign corporation, approximately 273,536 square feet of land located at 3154 East 95th Street, Chicago, Illinois ("Property"). The Department of Streets and Sanitation ("DSS") currently utilizes the Property for salt storage and distribution in connection with snow clearing operations. The Property is described on Exhibit A of the Purchase and Sale Agreement ("PSA") attached hereto; and

WHEREAS, the Property is owned by Brown and has been advertised for sale by Brown; and

WHEREAS, the City requires continued use of the property and the sale of the Property to another party could hamper snow clearing operations of DSS; and

WHEREAS, the City will recoup its investment after approximately 10 years when considering the rent the City pays for the site and the rental income the City will gain due to the Chicago Skyway's lease for a portion of the site; and

WHEREAS, the City, through the Department of Fleet and Facility Management, endeavors to acquire the Property for continued use by DSS; now, therefore,

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

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

SECTION 2. The Commissioner of the Department of Fleet and Facility Management ("Commissioner") or a designee of the Commissioner is each hereby authorized, notwithstanding the limitations contained in Section 2-51-050(d)(iv) of the Municipal Code of the City of Chicago and with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute, and deliver a purchase and sale agreement for the Property, in substantial conformance with the PSA attached hereto, and other such supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the PSA and this ordinance, to consummate the City's purchase of the Property and to accept a deed to the Property.

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

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

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

PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT ("Agreement") is entered into as of this day of _____, 2019 ("Effective Date"), between Brown, Inc., an Indiana corporation ("Seller"), and City of Chicago, an Illinois municipal corporation ("Purchaser").

RECITALS

- A. Seller owns the land known as 3154 E. 95th Street, Chicago, Illinois legally described on Exhibit A, attached hereto and made a part hereof, together with all hereditaments, privileges, tenements and appurtenances belonging to such real property, all right, title and interest of Seller in and to all open or proposed highways, streets, roads, avenues, alleys, easements, strips, gores and rights-of-way in, on, across, in front of, contiguous to, abutting or adjoining the real property, and all mineral and water rights not previously reserved (hereinafter collectively referred to as the "Property").
- B. The City desires to acquire the Property for continuing use as a storage facility for road salt materials.
- C. The City Council of the City authorized the City's acquisition of the Property by an ordinance enacted [indicate ordinance][CONFIRM DATE].
- D. The City has agreed to purchase from the Seller, and the Seller has agreed to sell to the City, the Property, in accordance with the terms of this Agreement.

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

1. Purchase and Sale.

That real property located at 3154 E. 95th Street, Chicago, Illinois legally described in Exhibit "A" attached hereto and made a part hereof, together with all hereditaments, privileges, tenements and appurtenances belonging to such real property, all right, title and interest of Seller in and to all open or proposed highways, streets, roads, avenues, alleys, easements, strips, gores and rights-of-way in, on, across, in front of, contiguous to, abutting or adjoining the real property, and all mineral and water rights not previously reserved (hereinafter collectively referred to as the "Property").

Seller agrees to sell and convey, and Purchaser agrees to purchase and accept, on the Closing Date (defined in Section 2(e), below): (a) fee title to the Real Property and' any improvements by way of a Special Warranty Deed, to be executed and delivered by Seller in respect to the Property, and which shall be subject to the Permitted Exceptions (defined in Section 3 below) affecting or encumbering the Property.

Seller shall also assign to Purchaser all of its right, title and interest in and to the Leases at the Property set forth on Exhibit "B" ("Leases").

2. Purchase Price and Payment.

a) Purchase Price. The purchase price for the Property (the "Purchase Price") is One Million Four Hundred Thirty Thousand Dollars (\$1,430,000.00).

b) Payment. At the Closing, the Purchaser shall pay the Purchase Price, by causing the Title Company to wire the Purchase Price in immediately available funds to such bank account(s) as Seller may designate. The Purchase Price shall also be subject to further adjustments for prorations and credits required to be made in accordance with Section 7, below.

c) Closing. The purchase and sale of the Property shall be consummated at closing (the "Closing") in escrow through the Title Company within thirty (30) calendar days following the expiration of the Due Diligence Period (the "Closing Date") unless otherwise agreed in writing by Seller and Purchaser but in no event later than

, . Closing shall occur at 10:00 a.m., Illinois time, on the Closing Date at the offices of the Title Company, or at such other time and place as may be agreed to in writing by Seller and Purchaser.

3. Inspections and Approvals.

a) Inspections. Purchaser shall have a period of time, commencing upon the Effective Date, and expiring at 5:00 p.m., Illinois time, on that day which is the thirtieth (30th) calendar day following the Effective Date ("Due Diligence Period"), in which to conduct the inspections and studies described in this Section 3. The Purchaser shall have the right to terminate this Agreement and have the Deposit returned if Purchaser delivers "written notice ("Termination Notice") to Seller on or before the expiration of the Due Diligence Period stating that it has elected to terminate this Agreement. If Purchaser fails to deliver the Termination Notice on or before the expiration of the Due Diligence Period, Purchaser shall be deemed to have waived its right to terminate under this Section 3.

- b) Access to the Property by Purchaser. During the Due Diligence Period,
- b) Seller shall permit Purchaser and Purchaser's agents and representatives access to the
- b) Property for the purpose of conducting such physical and environmental inspections of
- b) the Property (collectively, the "Inspections") as Purchaser shall deem necessary to
- b) determine the feasibility of the Land for Purchaser's intended use. Such access shall be
- b) subject to the terms of the Access Agreement between the parties dated
- b) , 201_ . Purchaser agrees to return the Property to substantially

the same condition and cleanliness existing before entry and/or occupation by Purchaser's representatives, including, but not limited to, sealing subsurface investigations, if allowed. Purchaser shall keep confidential the information resulting from the Inspections. Purchaser may disclose confidential information to Purchaser's representatives to the extent each needs to know confidential information for the sole purpose of evaluating the

Property, provided Purchaser takes all reasonable measures to assure that Purchaser's representatives keep such information confidential.

c) Survey.

i) Seller, has delivered an existing old survey of the Property. It does not reflect nor does the Seller intend to certify that what was drawn at the time exists today. It is submitted and Purchaser accepts the survey as a historical document for the Purchaser's convenience and record. Purchaser may at Purchaser sole cost and expense have a survey completed during the Due Diligence Period. On or before the expiration of the Due Diligence Period, Purchaser shall deliver to Seller, in writing any objections to any matters shown on the survey delivered by Seller, which such objections shall be delivered simultaneous with any objection to the Title Commitment delivered pursuant to Section 3(e) ("Objection Letter"). Purchaser's failure to timely object to any such matters shall be deemed to constitute Purchaser's approval thereof. If Purchaser timely objects to any matters shown on the survey, then Seller shall have the right, but not the obligation, to agree in writing to cure before Closing such objections, or to decline to cure such objections.

ii) Seller shall have until 5:00 p.m. on the date which is ten (10) days after receipt of the Objection Letter (the "Cure Date") to agree in writing to cure at or before Closing, or decline to cure, Purchaser's objections to a survey either by providing title insurance against loss or damage from such objection, or in another manner reasonably acceptable to Purchaser. If Seller elects not to cure, or fails to timely respond to Purchaser's Objection Letter, Seller shall be deemed to have elected not to cure, in which event, Purchaser shall, on or before the fifth (5th) day after the Cure Date, either (i) terminate this Agreement by delivery of written notice to Seller and Title Company, whereupon Title Company shall release and return the Deposit to Purchaser, or (ii) waive in writing its objection to the survey. Purchaser's failure to timely deliver to Seller and Title Company a written notice of termination or waive its objection to the survey shall be deemed to constitute Purchaser's waiver of such objections.

d) Title Commitment.

i) Within three (3) days after the Effective Date, Purchaser may order from Title Company, a Commitment for Title Insurance (the "Title Commitment"), setting forth the status of title to the Land and all exceptions which would appear in an Owner's Policy of Title Insurance, specifying the Purchaser as the named insured and showing the Purchase Price as the policy amount. Purchaser shall, on or before the expiration of the Due Diligence Period,

deliver to Seller, in writing any objections to matters shown in the Title Commitment. Purchaser's failure to timely object to any such matters shall be deemed to constitute Purchaser's approval of same, and such shall then become Permitted Exceptions. If Purchaser timely objects to any item set forth in the Title Commitment, then Seller shall have the right, but not the obligation, to attempt to cure or cause to be cured at or before Closing such disapproved item, whether by procuring an endorsement to the Title Commitment to remove the disapproved item or to provide affirmative insurance against the disapproved item, or causing the disapproved item to be removed or released of record, or by other means reasonably acceptable to Purchaser. Seller shall have until 5:00 p.m. on the Cure Date to agree in writing to cure at or before Closing such disapproved item. If Seller elects not to cure, or fails to timely respond to Purchaser's objections, Seller shall be deemed to have elected not to cure, in which event

Purchaser shall, on or before the fifth (5th) day after the Cure Date, either (i) terminate this Agreement by delivering to Seller and Title Company a written notice of termination, whereupon Title Company shall release and return the Deposit to Purchaser, or (ii) waive in writing its objection to the disapproved items, which shall then become Permitted Exceptions. Purchaser's failure to timely deliver to Seller and Title Company a written notice of termination or waiver of its objection to the disapproved items shall be deemed to constitute Purchaser's waiver of its objection to said items and such items shall become Permitted Exceptions.

ii) Purchaser shall have five (5) business days after receipt of any updates to the Title Commitment (including receipt of any documents referenced in such update) to object to any material matters disclosed therein which were not disclosed in the original Title Commitment, and the procedure for objecting to such matters shall be as set forth in Section 3(e)(i) above.

e) Permitted Exceptions. Purchaser shall accept title to the Property, subject to the following exceptions (the "Permitted Exceptions"): (a) those matters affecting or relating to, the survey of, the Property; (b) real property taxes and assessments; (c) all easements, covenants, conditions, restrictions and other agreements of record; (d) all matters which would be disclosed by a recent and accurate survey of the property including encroachments; (e) public streets and legal highways; (f) municipal, zoning and subdivision laws and ordinances; (g) the terms of any leases for the Property; (h) those which were included in an Objection Letter timely delivered by Purchaser but for which (1) Seller has completed the cure thereof, or (2) Purchaser has waived or been deemed to have waived the cure thereof, or (3) Seller has elected to cure and will be cured by the payment of money at Closing; or (4) which Purchaser has otherwise approved in writing.

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4. Representations and Warranties

a) By Seller. Seller represents and warrants to Purchaser, as of the Effective Date, that:

i) Seller has the power, right and authority to enter into and perform all of the obligations required of Seller under this Agreement and the instruments and documents referenced in this Agreement, and to consummate the transaction contemplated hereby.

ii) Seller has taken all requisite action and obtained, or will obtain all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced in this Agreement or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required under this Agreement, and no consent of any other party is required for the performance by Seller of its obligations under this Agreement.

iii) This Agreement is, and all agreements, instruments and documents to be executed and

delivered by Seller pursuant to this Agreement shall be duly authorized, executed and delivered by Seller. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Seller pursuant to this Agreement shall be valid and legally binding upon Seller and enforceable in accordance with their respective terms.

iv) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby does now constitute or shall result in a breach of, or a default under, any agreement, document, instrument or other obligation to which Seller is a party or by which Seller may be bound.

v) Except as disclosed to Purchaser, to the best of Seller's knowledge, Seller has not received any written notice of any pending or threatened claim or litigation against the Real Property and to the best of Seller's knowledge, Seller has not received any written notice from any governmental authority of defects in the Real Property or noncompliance with any applicable law, code or regulation.

vi) Limitation on Remedies. Notwithstanding anything in this Agreement to the contrary, if Purchaser discovers before Closing that one or more of the representations and warranties under the provisions of this Section 5 are false or untrue as of the date of closing, Purchaser's sole remedy will be to exercise its rights under the provisions of Section 9(d) of this Agreement.

b) By Purchaser. Purchaser represents and warrants to Seller as of the Effective Date that except as disclosed to Purchaser:

i) Purchaser is a corporation and in good standing under the laws of the State of Illinois.

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ii) Purchaser has taken, all requisite action and obtained all requisite consents, releases and permissions in connection with entering into this Agreement and the instruments and documents referenced in this Agreement or required under any covenant, agreement, encumbrance, law or regulation with respect to the obligations required under this Agreement, and no consent of any other party is required for the performance by Purchaser of its obligations under this Agreement.

iii) This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be,

/ duly authorized, executed and delivered by Purchaser. This Agreement is, and all agreements, instruments and documents to be executed and delivered by Purchaser pursuant to this Agreement shall be, valid and legally binding upon Purchaser and enforceable in accordance with their respective terms.

c) Broker. Seller and Purchaser each represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with this sale of the Property. Seller and Purchaser agree that each will indemnify, defend and hold the other free and harmless from the Claims arising out of any broker(s), representative(s), employee(s), agent (s) or other intermediaries) claiming to have represented Seller or Purchaser, respectively, or otherwise to be entitled to compensation in connection with this Agreement or in connection with the, sale of the Property. This mutual indemnity shall survive Closing and any termination of this Agreement.

d) Property Condition.

i) Disclaimer. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PROPERTY. DURING THE DUE DILIGENCE PERIOD, PURCHASER WILL CONDUCT ANY AND ALL INSPECTIONS OF THE PROPERTY TO ITS FULL AND COMPLETE SATISFACTION, AND IF PURCHASER ACQUIRES THE PROPERTY FROM SELLER, PURCHASER ACKNOWLEDGES THAT IT IS FULLY CAPABLE OF EVALUATING THE PROPERTY'S SUITABILITY FOR PURCHASER'S INTENDED USE. PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN ITS "AS-IS, WHERE IS" CONDITION "WITH ALL FAULTS" AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN,

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PAST OR PRESENT, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CONCERNING (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (H) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY OR ANY OTHER ENVIRONMENTAL MATTER OR CONDITION OF THE PROPERTY; OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT ABOVE, SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, OR FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER

FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS A SOPHISTICATED AND EXPERIENCED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND HAS BEEN DULY REPRESENTED BY COUNSEL IN CONNECTION WITH THE NEGOTIATION OF THIS AGREEMENT. SELLER HAS MADE NO AGREEMENT TO ALTER, REPAIR OR IMPROVE ANY OF THE PROPERTY.

Terms such as "to Seller's Knowledge," "to the best of Seller's knowledge" or like phrases mean the current actual knowledge, without any duty of inquiry of Valerie Blumenfeld ("Seller's Representative"); provided that so qualifying Seller's knowledge shall in no event give rise to any personal liability on the part of Seller's Representative or any other officer or employee of Seller, on account of any breach of any representation or warranty made by Seller herein.

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5. Conditions Precedent to Closing.

a) Conditions for the Benefit of Purchaser. The obligation of Purchaser to consummate the conveyance of the Property under this Agreement is subject to the full and complete satisfaction or waiver of each of the following conditions precedent:

i) The representations and warranties of Seller contained in this Agreement shall be true, complete and accurate in all material respects, on and as of the date of this Agreement and the Date of Closing as if the same were made on and as of such date.

ii) Seller shall have performed each and every obligation and covenant of Seller to be performed under this Agreement unless performance thereof is waived by Purchaser.

b) Waiver of Conditions. Purchaser shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Purchaser unless it is in writing and executed by an authorized officer of Purchaser.

c) Conditions for the Benefit of Seller. The obligation of Seller to consummate the conveyance of the Property under this Agreement is subject to the full and complete satisfaction or waiver of each of the following conditions precedent:

i) The representations and warranties of Purchaser contained in this Agreement shall be true, complete and accurate in all material respects, on and as of the date of this Agreement and the Date of Closing as if the same were made on and as of such date.

ii) Purchaser shall have performed each and every obligation and covenant of Purchaser to

be performed under this Agreement unless performance thereof is waived by Purchaser.

d) Waiver of Conditions. Seller shall have the right to waive some or all of the foregoing conditions in its sole and absolute discretion; provided, however, that no such waiver shall be effective or binding on Seller unless it is in writing and executed by Seller.

e) Failure of a Condition. In the event any of the conditions set forth in this Section are not fulfilled or waived, this Agreement shall terminate and all rights and obligations under this Agreement of each party shall be at an end and the Deposit shall be returned to the Purchaser, as the Purchaser's sole remedy, and neither party shall have any obligations to the other.

6. Closing Costs and Prorations.

a) Purchaser's Costs. Purchaser will pay the following costs of closing this transaction:

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i) All State of Illinois, Cook County and City of Chicago transfer taxes;

ii) All recording fees;

iii) All premiums, fees and costs associated with the issuance of a title insurance policy, if any;

iv) One-half (1/2) of the settlement fees and charges of the Title Company due in connection with the closing of this transaction;

v) The fees and disbursements of Purchaser's counsel and any other expense(s) incurred by Purchaser or its representative(s) in inspecting or evaluating the Property or closing this transaction; and

vi) The cost of any survey ordered by Purchaser.

b) Seller's Costs. Seller will pay the following costs of closing this transaction:

i) One-half (1/2) of the settlement fees and charges of the Title Company due in connection with the closing of this transaction;

ii) The fees and disbursements of Seller's counsel;

iii) ,.. All release fees and other charges required to be paid in order to release from the Property the lien of any mortgage or other security interest which Seller is obligated to remove pursuant to the terms of this Agreement.

c) Prorations. Any and all expenses including, but not limited to installment payments of special assessment liens, sewer charges, reimbursement of maintenance and repair expenses and normally prorated operating expenses billed or paid as of the Closing Date shall be prorated as of 11:59 p.m., Illinois time, on the day before the Closing Date and shall be adjusted against the Purchase Price due at Closing. No Rent Credits

shall be given.

d) Taxes. General real estate taxes and special assessments relating to the Property payable during the year in which Closing occurs shall be prorated with respect to the Property as of the Closing Date with a deduction for taxes payable under the Lease. If Closing shall occur before the actual taxes and special assessments payable during such year are known, the apportionment of taxes shall be adjusted based on 100% of the most recent ascertainable taxes. If, as the result of an appeal of the assessed valuation of the Property for any real estate tax year before (or including) the Closing, there is issued after Closing an administrative ruling, judicial decision or settlement by which the assessed value of the Property for such tax year is reduced, and a real estate tax refund issued. Seller shall be entitled to all such refunds relating to the period before Closing.

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e) In General. Any other costs or charges of closing this transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom or ordinance in the jurisdiction in which the Property is located.

7. Closing and Escrow.

a) Seller's Deliveries. Seller shall deliver either at the Closing or by making available at the Property, as appropriate, the following original documents, each executed and, if required, acknowledged:

i) A special warranty deed, (the "Deed"), in the form of Exhibit "C" conveying title to Purchaser of the Property, subject only to the Permitted Exceptions.

ii) An affidavit pursuant to the Foreign Investment and Real Property Tax Act.

iii) Appropriate evidence of authority, capacity and status of Seller as reasonably required by Title Company.

iv) A customary ALTA Statement and GAP Undertaking, in form reasonably acceptable to the Title Company.

v) A closing statement (the "Closing Statement").

vi) Such other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated hereby.

b) Purchaser's Deliveries. At the Closing, Purchaser shall (a) pay Seller the Purchase Price as required by, and in the manner described in, Section 2 of this Agreement, and (b) execute and deliver the following documents:

i) Evidence of Purchaser's authority, and the authority of the person executing any documents at Closing on behalf of Purchaser, acceptable to Seller and the Title Company, to enter into the transactions contemplated by this Agreement.

ii) The Closing Statement.

iii) Such other documents, certificates and other instruments as may be reasonably required to consummate the transaction contemplated hereby.

c) Possession. Purchaser shall be entitled to possession of the Property at the conclusion of the Closing subject to the Leases.

d) Escrow Closing. Purchaser and Seller (or their respective counsel on behalf of Purchaser and Seller) shall execute letters of escrow closing instructions (the "Closing Instructions") which will provide that, on the Closing Date: (a) Seller and

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Purchaser shall each deposit with the Title Company all of the documents and instruments described above (the "Closing Documents"); and (b) Purchaser shall deposit with the Title Company the balance of the Purchase Price required to be paid after application of the Deposit thereto and all prorations, adjustments and credits required to be made under this Agreement, (the "Adjusted Purchase Price"), all of which shall be set forth on, and mutually agreeable pursuant to, a settlement statement executed by both Purchaser and Seller at Closing. Upon receipt of the Adjusted Purchase Price, and the satisfaction of all other conditions set forth in the Closing Instructions, the Title Company shall be authorized and directed to disburse the Adjusted Purchase Price to Seller or its designee(s), record the Deed among the land records of the county in which the Real Property is located, and release the remaining Closing Documents to the appropriate parties, all in strict accordance with the Closing Instructions.

8. Condemnation.

a) Condemnation. In the event, at any time on or before the Closing Date, any action or proceeding is filed, under which the Property, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, Seller shall promptly give written notice thereof (which notice shall describe the type of action being taken against the Property, and which portions of the Property will be affected thereby) to Purchaser. If the taking would substantially prevent the Purchaser from its intended use of the Property, then the Purchaser shall have the right to terminate this Agreement by written notice to Seller within ten (10) days following the date upon which Purchaser receives Seller's written notice of such action or proceeding. If Purchaser does not elect to so terminate this Agreement within said ten (10) day period, this Agreement shall remain, in full force and effect and the parties shall proceed to closing without any reduction or adjustment in the Purchase Price, except that all condemnation proceeds will be assigned to Purchaser.

9. Failure of Conditions Precedent; Default and Remedies.

a) Failure of Conditions Precedent. If any of the conditions precedent stated in Article 6 have not occurred or been satisfied on or before the Closing Date, Purchaser or Seller may: (a) terminate this Agreement by written notice to the appropriate party on or before the Closing Date, in which event the appropriate party shall be entitled to a full refund of the Deposit or (b) to waive such conditions precedent and proceed to Closing.

b) Purchaser Default. If Purchaser is in default of one or more of Purchaser's obligations under this Agreement other than a failure to timely close, then Seller may give notice to Purchaser (with a copy to Title Company) specifying the nature of the default. Purchaser shall have five (5) Business Days after receiving that notice, but in no event beyond the Closing Date, within which to cure that default. If Purchaser fails to cure that default within that period, then Seller's sole remedy for such default shall be to terminate this Agreement by giving notice of such termination to Purchaser (with a copy to Title Company)

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c) Seller Default. In the event Seller shall: (a) fail to sell, transfer and assign the Property to Purchaser in violation of the terms of this Agreement, and/or (b) fail to perform any other material obligation of Seller under this Agreement, and/or (c) intentionally breach any warranty made or granted by Seller under this Agreement, which breach is not cured by the Closing Date and/or (d) have intentionally misrepresented any fact, or any of the representations of Seller contained in this Agreement are not true, accurate or complete in any material respect, Purchaser shall as its sole and exclusive remedy, be entitled to either: 1) declare this Agreement to be null and void whereupon, neither party shall have any further rights, duties or obligations under this Agreement except as otherwise provided in this Agreement; or 2) proceed to seek specific performance of this Agreement, provided such action must be filed within thirty (30) days of Seller's default. Purchaser specifically waives any and all right to consequential or punitive damages.

i) Waiver of Default. If the Purchaser does not duly notify Seller of the default or does not give Seller a notice of termination under this Agreement, then (i) the default shall be treated as waived by the Purchaser and (ii) at Closing, Purchaser shall accept the Property subject to the default without any reduction in the Purchase Price and without any Claims against Seller on account of the default.

d) Termination. Upon any termination of this Agreement pursuant to any right of a party to terminate set forth in this Agreement, (a) the Deposit shall be paid over to the party entitled to the same, (b) all documents deposited by Purchaser and Seller into escrow shall be returned by the escrow agent to the party depositing the same, and (c) all copies of all documents provided to Purchaser by Seller shall be returned to Seller, whereupon the parties will have no continuing liability to each other unless otherwise expressly stated in any provision of this Agreement.

e) Attorneys' Fees. Notwithstanding anything to the contrary in this Agreement, in the event that either Seller or Purchaser, as the case may be, shall bring a lawsuit against the other party for breach of such party's obligations under this Agreement, the non-prevailing party shall pay the costs and expenses incurred by the prevailing party.

10. Notices. Any notice required or permitted to be given under this Agreement may be served by a party or its attorney and must be in writing and shall be deemed to be given when (a) hand delivered, or (b) one (1) business day after pickup by Emery Air Freight, United Parcel Service (Overnight) or Federal Express, or another similar overnight express service, or (c) transmitted by telecopy or facsimile, provided that confirmation of the receipt of same is noted upon transmission of same by the sender's telecopy machine, or (d)

by email delivery in any case addressed to the parties as set forth below:

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If to Seller: BROWN, INC.
720 W. US Hwy. 20
Michigan City, IN 46360
Attn: Valerie Blumenfeld
Facsimile: 219-879-0891
Email: vblumenfeld@BulkEquip.com
<mailto:vblumenfeld@BulkEquip.com>

With a copy to: Taft Stettinius & Hollister LLP
111 E. Wacker Drive, Suite 2800 Chicago, Illinois
60601 Attn: Kathryn Kovitz Arnold, Esq. Facsimile:
(312)966-8469 Email: karnold@taftlaw.com
<mailto:karnold@taftlaw.com>

If to Purchaser: CITY OF CHICAGO
Dept. of Fleet & Facility Mgmt. (2FM)
Bureau of Asset Mgmt., Office of Real Estate Mgmt.
30 N. LaSalle Street, Suite 300
Chicago, Illinois 60602
Attn: Stephen Stults
Assistant Commissioner Facsimile: (312) 742-
3861 Email: Stephen.stults@cityofchicago.org
<mailto:Stephen.stults@cityofchicago.org>

With a copy to: CITY OF CHICAGO
Department of Law, Real Estate Division 121 N. LaSalle
Street, Room 600 Chicago, Illinois 60602 Attn: Joseph
Cashman
Assistant Corporation Counsel Facsimile: (312)
742-0277 Email: ioseph.cashman@cityofchicago.org
<mailto:ioseph.cashman@cityofchicago.org>

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 11 to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

11. Required City Provisions. Seller covenants to comply with the required City provisions attached hereto as Exhibit F and incorporated herein by reference.

12. Miscellaneous.

a) Entire Agreement. This Agreement, together with the Exhibits and Schedules attached hereto, all of which are incorporated by reference, is the entire agreement between the parties with respect to the subject matter of this Agreement, and

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no alteration, modification or interpretation of this Agreement shall be binding unless in writing and signed by both parties.

b) Severability. If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

c) Applicable Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Illinois.

d) Assignability. Purchaser may not directly or indirectly assign or transfer any of Purchaser's rights, obligations and interests under this Agreement, to any person or entity without the prior written consent or approval of Seller, which consent or approval must be requested in writing and received by the Seller within twenty (20) business days before the Closing Date and which consent may be given in Seller's sole and absolute discretion.

e) Successors Bound. This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

f) No Public Disclosure. Before Closing, all press releases or other dissemination of information to the media or responses to requests from the media for information relating to the transaction contemplated in this Agreement shall be subject to the prior written consent of Purchaser and Seller.

g) Captions; Interpretation. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

h) No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or permitted assigns.

i) Time of Essence. Time is of the essence with respect to the performance of the obligations of Seller and Purchaser under this Agreement.

j) Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

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k) Recordation. Purchaser and Seller agree not to record this Agreement or any memorandum of this Agreement.

l) Waiver. No waiver of any breach of any agreement or provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision in this Agreement contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

m) Business Days. If any date in this Agreement set forth for the performance of any obligations by Seller or Purchaser or for the delivery of any instrument or notice as in this Agreement provided should fall on a Saturday, Sunday or Legal Holiday (hereinafter defined), the compliance with such, obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or Legal Holiday. As used in this Agreement, the term "Legal Holiday" means any local or federal holiday on which post offices are closed in the State of Illinois, and a "business day" means any day except a Saturday, Sunday or Legal Holiday.

n) Limitation of Liability. No present or future partner, director, officer, member, shareholder, employee, advisor, affiliate, servicer or agent of or in Seller or any affiliate of any of the foregoing will have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The limitations of liability contained in this paragraph will survive the termination of this Agreement or the Closing, as applicable, and are in addition to, and not in limitation of, any limitation on liability applicable to either party provided elsewhere in this Agreement or by law or by any other contract, agreement or instrument. In no event will Seller or Purchaser be liable for any consequential, exemplary or punitive damages under any circumstances in connection with this Agreement or the transaction contemplated hereby.

o) PDF. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement. Signatures to this Agreement, any amendment hereof and any notice given hereunder, executed and transmitted electronically in PDF format shall be valid and effective to bind the party so signing.

p) Confidentiality. Purchaser will keep confidential this Agreement and all information and materials resulting from Purchaser's due diligence (the "Information"), except for disclosure to Purchaser's directors, employees, auditors, counsel, advisors or representatives (collectively, the "Representatives") who need to know the Information in order to evaluate the possible acquisition, provided such Representatives agree to keep the Information confidential and disclosure made in connection with obtaining governmental approvals or entitlements. The confidentiality provisions of this Paragraph shall survive termination of this Agreement or

shall end at Closing, as the case may be.

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[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement on dates set forth below.

PURCHASER:

City of Chicago, an Illinois municipal corporation

By:

Its:

SELLER:

Brown, Inc., an Indiana corporation

By:

Its:

23777198.3

EXHIBIT A REAL PROPERTY DESCRIPTION

Address of Property: 3154 E. 95 th Street, Chicago, Illinois

PIN: 26-05-117-021-000

EXHIBIT B

LEASES

EXHIBIT C SPECIAL WARRANTY DEED

THIS DOCUMENT WAS PREPARED
BY: '

Taft Stettinius & Hollister LLP 111 East Wacker
Drive, Suite 2800 Chicago, Illinois 60601 Attn:
Kathryn Kovitz Arnold, Esq.

AFTER RECORDING RETURN TO:

(This space reserved for recording date)

SPECIAL WARRANTY DEED

, a ("Grantor"), whose mailing address is
, for and in consideration of the sum of
Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to the Grantor
by , a ("Grantee"),
whose mailing address is , the receipt and sufficiency of
such consideration being hereby acknowledged, does hereby GRANT, BARGAIN, SELL, REMISE,
RELEASE and CONVEY to Grantee, its successors and assigns, in fee simple, that certain real property being
more particularly described in Exhibit A attached hereto and made a part hereof together with all appurtenances
thereto and all improvements situated thereon (collectively, the "Property"); subject, however, to those matters
described in Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property to Grantee, its successors and assigns, forever. Grantor hereby
agrees to warrant and defend the Property, the whole or any part thereof, to Grantee, its successors and assigns,
against all claims and demands whatsoever, brought by any person or persons lawfully claiming, by, through or
under Grantor but not otherwise.

Permanent Index Number(s):
Address of Property:

, 20 , and EFFECTIVE upon delivery

GRANTOR:

a

By:
Name:
Title:

Mail tax bills to:

STATE OF ILLINOIS)

COUNTY OF)^{ss}
) /

I, the undersigned, a Notary Public in and for the County of , in the State of , DO HEREBY CERTIFY that personally known to me to be the of , a , the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that he/she signed and delivered the foregoing instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of , 20 .

Notary Public Commission

Expires:

EXHIBIT D

LEGAL DESCRIPTION

EXHIBIT E PERMITTED EXCEPTIONS

EXHIBIT F

REQUIRED CITY PROVISIONS

As used below, "Seller" shall mean Brown, Inc., an Indiana corporation

I. BUSINESS RELATIONSHIPS.

The Seller acknowledges (1) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago, (2) 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 of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (3) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Seller 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.

II. PATRIOT ACT CERTIFICATION.

The Seller represents and warrants that neither Seller nor any Affiliate (as defined in the next paragraph) 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 law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Seller that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common

control with Seller, as applicable, 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.

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

The Seller agrees that the Seller, any person or entity who directly or indirectly has an ownership or beneficial interest in the Seller of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Seller's contractors (i.e., any person or entity .in direct contractual privity with the Seller regarding the subject matter of this Agreement)

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("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent {"Sub-owners"} and spouses and domestic partners of such Sub-owners (the Seller and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by the Seller, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the Use Period 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 2011-4.

The Seller represents and warrants that from the later of (a) February 10, 2005, or (b) the date the City approached the Seller, or the date the Seller approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

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

Seller agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any- Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

IV. COOPERATION WITH OFFICE OF COMPLIANCE.

In accordance with Chapter 2-26-010 et seq. of the Municipal Code, the Seller acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Executive Director the department's premises, equipment, personnel, books, records and papers. The Seller agrees to abide by the provisions of Chapter 2-26-010 et seq.

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

Failure by Seller or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of

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Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby. Seller shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

VI. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.

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

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:

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

2. the contract, transaction or other undertaking to which this EDS pertains (referred to below as the

2. "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal

2. 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: TJlo (a> - Ui

C. Telephone: IS^t-SlX Bi,t& Fax: - P7<}^a<t/

Email:

D. Name of contact person: VclIM**. Zhlot>.i*.kJs{ 0

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):

G. Which City agency or department is requesting this EDS? 'be.pt a^ffe^f *- FgaUf^ /j^o^.

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

Specification # and Contract #
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SECTION H - DISCLOSURE OF OWNERSHD? INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person Limited liability company
- Publicly registered business corporation Limited liability partnership
- Privately held business corporation Joint venture
- Sole proprietorship Not-for-profit corporation
- General partnership (Is the not-for-profit corporation also a 501(cX3))?
- Limited partnership Yes No
- Trust Other (please specify)

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

2. Jndi c*/i<<- .

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

U^tftA ft. NynJtvin _ Jgpi^gA^, ..

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

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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 Ap^'-ant
W/At6 B/l>mei \G/e£ ffarry-fl		* "

SECTION in -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY LutCTED 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- f^No

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? [] Yes pq No

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?

[.1 Yes J^j No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (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.

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Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
60 faf*i'*cJ		7	TQfT m £ IvW^ W clHcajuus ■ 6?bto

(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 fo^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 II(_X1) 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) concern:
- the Disclosing Party;
 - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
 - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or, indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
 - any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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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)(4X) Contracts Requiring a Base Wage); (aX5)(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 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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:

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").

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13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

VL1 - 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 VH. 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):

(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:.

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, DL 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.

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CERTIFICATION

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. '

(Sign here)

Signed and sworn to before me on (date) 3 - dS-lf

at Lb 1Wt€ County, ^u±b < fr^A (state).

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

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

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. 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 ILB.l.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% 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 }4No

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

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**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

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.

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**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

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.

