Office of the City Clerk

City Hall
121 N. LaSalle St.
Room 107
Chicago, IL 60602
www.chicityclerk.com

Legislation Details (With Text)

File #:	O2017-3870		
Type:	Ordinance	**Status:**	Passed
File created:	5/24/2017	**In control:**	City Council
		Final action:	6/28/2017
Title:	Amendment of land sale agreements with Chicago Southwest Development Corp. and associated reconveyance deed for property at 3100 S Kedzie Ave, 3200 S Kedzie Ave and 3244-3250 S Kedzie Ave		
Sponsors:	Emanuel, Rahm		
Indexes:	Miscellaneous		
Attachments:	1. O2017-3870.pdf		

Date	Ver.	Action By	Action	Result
6/28/2017	1	City Council	Passed	Pass
6/13/2017	1	Committee on Housing and Real Estate	Recommended to Pass	Pass
5/24/2017	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL Mayor

May 24, 2017

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

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing amendments to previously passed land sale agreements regarding property located at 3100-3200 South Kedzie Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

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, by ordinance ("TIF Ordinance") adopted by the City Council of the City of Chicago ("City Council") on June 13, 2007, and published at pages 2532 to 2626 of the Journal of Proceedings ("Journal") a certain redevelopment plan ("TIF Plan") for the Little Village Industrial Corridor Redevelopment Project Area ("TIF Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.)(the "TIF Act"); and

WHEREAS, the City may, pursuant to the TIF Act and in conjunction with the goals and objectives of the TIF Plan, acquire by purchase or condemnation, property reasonably necessary to achieve the objectives ofthe TIF Plan; and

WHEREAS, pursuant to Chapter 2-45-040 of the Code, the Commissioner ("Commissioner") of the Department of Planning and Development of the City ("DPD"), has the power to develop and administer projects and programs involving zoning and land use of industrial and business TIF Act development and to acquire and dispose of property necessary or appropriate for the construction and operation of such project and programs falling within the TIF Area; and

WHEREAS, pursuant to an ordinance ("Washburne Acquisition Ordinance") adopted by the City Council on May 9, 2012 and published at pages 25768 through 25835 in the Journal of such date, City Council authorized, in part, the City's acquisition from the Chicago Board of Education, the former Washburne Trade School property ("Washburne Parcel") located at 3201-3345 W. 31st Street and 3100 - 3150 South Kedzie Avenue, Chicago, Illinois and identified by P.I.N. 16-35-201-012-0000; and

WHEREAS, pursuant to an ordinance adopted by the City Council on November 5, 2014 and published at pages 95720 through 95753 in the Journal of such date ("November 5, 2014 Ordinance"), City Council authorized, a negotiated sale of the Washburne Parcel for the land write down amount of One Million and No/100 Dollars ($1,000,000), pursuant to the terms and conditions of a redevelopment agreement ("Redevelopment Agreement #1") with Chicago Southwest Development Corporation, an Illinois not-for-profit corporation ("Developer") for the development of a new Saint Anthony Hospital ("Project"); and

WHEREAS, DPD has determined that it is useful, desirable and necessary that the City acquire those parcels of real property located at 3200 South Kedzie Avenue, 3230 West 31st Street, and 3354 West 31st Street and identified as P.I.N. 16-35-203-002; 16-35-203-004; and 16-35-203-008 (collectively, the "Acquisition Parcels") for the purpose of the City's development plans for the subject TIF Area and that the acquisition of the Parcels for assemblage and redevelopment would further the goals of the TIF Plan; and

WHEREAS, by ordinance adopted by City Council on December 10, 2014 and published at pages 100444 through 100449 in the Journal of such date, City Council authorized the City's acquisition of the Acquisition Parcels through purchase or condemnation, including quick-take proceedings; and

WHEREAS, the Developer is the owner of a vacant parcel of property located at 3244-3250 South Kedzie Avenue, Chicago,' Illinois and identified by P.I.N. 16-35-203-006-0000 ("Developer Parcel") which shall be included in the development ofthe Project; and

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WHEREAS, pursuant to an ordinance adopted by the City Council on January 21, 2015 and published at pages 101811 through 101865 in the Journal of such date ("January 21, 2015 Ordinance"), City Council authorized, a negotiated sale of the Acquisition Parcels, pursuant to the terms and conditions of a redevelopment agreement ("Redevelopment Agreement #2") with the Developer for the development of the Project; and

WHEREAS, since the passage of the November 5, 2014 Ordinance, the Developer has requested an amendment to the negotiated sale of the Washburne Parcel for a land write down amount of One and No/100 Dollars ($1.00), pursuant to the terms and conditions of an amended and restated redevelopment agreement ("Amended and Restated Redevelopment Agreement #1"), attached hereto as Exhibit A and made a part hereof; and

WHEREAS, since the passage of the January 21, 2015 Ordinance, certain terms and conditions of the Redevelopment Agreement #2 have changed thereby requiring an amendment to Redevelopment Agreement #2, pursuant to the terms and conditions of an amended and restated redevelopment agreement ("Amended and Restated Redevelopment Agreement #2"), attached hereto as Exhibit B and made a part hereof; now, therefore,

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

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

SECTION 2. The amendment to the November 5, 2014 Ordinance and the amendment of the Redevelopment Agreement #1 by the terms and conditions of the Amended and Restated Redevelopment Agreement #1, attached hereto as Exhibit A, and made a part here of, are hereby approved.

SECTION 3. The amendment to the January 21, 2015 Ordinance and the amendment of the Redevelopment Agreement #2 by the terms and conditions of the Amended and Restated Redevelopment Agreement #2, attached hereto as Exhibit B, and made a part here of, are hereby approved.

SECTION 4. The Commissioner of DPD, or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver (1) an Amended and Restated Redevelopment Agreement #1 between the Developer and the City substantially in the form attached hereto as Exhibit A and made a part hereof; (2) an Amended and Restated Redevelopment Agreement #2 between the Developer and the City substantially in the form attached hereto as Exhibit B and made a part hereof, and (3) such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Amended and Restated Redevelopment Agreement #1, and the Amended and Restated Redevelopment Agreement #2, with any such amendments, changes, deletions and insertions as shall be authorized by the persons executing the Amended and Restated Redevelopment Agreement #1 and the Amended and Restated Redevelopment Agreement #2, with the approval of the City's Corporation Counsel.

SECTION 5. The City is hereby authorized to sell and convey to the Developer the Washburne Parcel for the land write down value of One and no/Dollars ($1.00) in accordance with and subject to the terms and covenants of such Amended and Restated Redevelopment Agreement #1.

SECTION 6. The City is hereby authorized to sell and convey to the Developer the Acquisition Parcels in accordance with and subject to the terms and covenants of such Amended and Restated Redevelopment Agreement #2.

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SECTION 7. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, separate respective quitclaim deeds conveying to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party: (1) the Washburne Parcel for the consideration described therein and otherwise in accordance with and subject to the terms of such Amended and Restated Redevelopment Agreement #1; and (2) the Acquisition Parcels for the consideration described therein and otherwise in accordance with and subject to the terms of such Amended and Restated Redevelopment Agreement #2.

SECTION 8. 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 9. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 10. This ordinance shall take effect immediately upon its passage and approval.

Attachments:

Exhibit A Exhibit B

- Amended and Restated Redevelopment Agreement #1
- Amended and Restated Redevelopment Agreement #2

EXHIBIT A

AMENDED AND RESTATED REDEVELOPMENT AGREEMENT #1

(Attached)

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

Karen Bielarz Senior Counsel
City of Chicago
Department of Law, Real Estate Division 121 North
LaSalle Street, Room 600 Chicago, Illinois 60602 (312)
744-6910

AMENDED AND RESTATED AGREEMENT FOR THE SALE AND REDEVELOPMENT

OF LAND (With Reconveyance Deed

terms at Sections 9.12,19.6, and in the form

attached as Exhibit G.)

(The Above Space For Recorder's Use Only)

This AMENDED AND RESTATED AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND ("Agreement") is made on or as of the day of 2017, by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and CHICAGO SOUTHWEST DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation ("Developer"), whose offices are located at 2875 West 19th Street, Chicago, Illinois 60623.

RECITALS

WHEREAS, the City is the owner of one vacant parcel of property located at 3201-3345 West 31st Street and 3100-3150 South Kedzie Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"), and which Property is located in the Little Village Industrial Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council of the City (the "City Council") on June 13, 2007 and published in the Journal of Proceedings of the City Council ("Journal") for such date at pages 2532 through 2626; and

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WHEREAS, Developer is the owner of vacant parcels of property located at 3201-3345 West 31st Street and 3244-3250 South Kedzie Avenue, Chicago, Illinois, which are legally described on Exhibit B attached hereto (collectively, the "Developer Parcels") and which Developer Parcel is located in the Area; and

WHEREAS, the real property commonly known as 3200 S. Kedzie, Chicago, Illinois, which is legally described on Exhibit C attached hereto ("Acquisition Parcels"), is privately owned and which Acquisition Parcels are located in the Area, and

WHEREAS, by ordinance adopted on November 5, 2014 and published in the Journal for such date at pages 95720 through 95753, the City Council approved an ordinance ("City Parcel Sale Ordinance") authorizing the sale of a City Parcel by the City to Developer in accordance with the terms of the Agreement for the Sale and Redevelopment of Land ("RDA #1); and

WHEREAS, the City Council, pursuant to an ordinance adopted on December 10, 2014, and published at pages 100444 through 100449 in the Journal of such date, authorized the acquisition of the Acquisition Parcels through purchase or condemnation, including the use of quick-take proceedings for the purposes set forth in Division 74.2 and 74.3 of Article 2 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3), which include redevelopment of commercial or business areas to eradicate and eliminate commercial blight for redevelopment purposes, and for the same purposes when established pursuant to home rule powers; and

WHEREAS, by ordinance adopted on January 21, 2015, and published in the Journal for such date at pages 101811 through 101865, the City Council approved an ordinance ("RDA #2 Ordinance") authorizing (i) the acquisition of the certain Acquisition Parcels by the City and (ii) sale of the Acquisition Parcels by the City to Developer in accordance with the terms of the Agreement for the Acquisition, Sale and Redevelopment of Land ("RDA #2); and

, WHEREAS, the Developer is requesting an amendment to RDA #1 and desires to purchase the Property for the land write down value of One and No/100 Dollars ($1.00); and

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WHEREAS, the City is willing to sell the Property to the Developer "as-is". "where is" and "with all faults" condition for the land write down value of One and No/100 Dollars ($1.00), such amount being a land write down of TWO MILLION NINETY NINE THOUSAND NINE HUNDRED NINETY NINE and No/100 Dollars ($2,099,999.00) from the Property's appraised fair market value of Two Million One Hundred Thousand and No/Dollars ($2,100,000.00), in consideration of the Developer's fulfillment of its obligations under this Agreement and the requirements, obligations and conditions contained within Institutional Business Planned Development No. 1212 and any amendments thereto or a new planned development if a new planned development is necessary for Developer to complete the Project described below in the Recitals; and

WHEREAS, by ordinance adopted on _, 2017 and published in the Journal for such date at pages through , the City Council approved an ordinance authorizing (i) an amendment to this Agreement; and (ii) an amendment to RDA #2 (the "Amended RDA #2"), attached hereto as Exhibit D and made a part hereof, thereby authorizing

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the acquisition of the Acquisition Parcels through a Purchase Agreement or eminent domain proceedings (including by means of quick-take proceedings), and a transfer of the Acquisition Parcels to Developer, subject to the terms of the Amended RDA #2; and

WHEREAS, the Developer shall do the following in relation to the Property, Developer Parcels, and Acquisition Parcels (such Property, Developer Parcels and Acquisition Parcels collectively, the "Project Parcels"): (a) relocate Saint Anthony Hospital and uses and operations therein from its current location at 2875 West 19th Street, Chicago, IL 60623 (the "Current Saint Anthony Hospital") to the Project Parcels and develop a new 151-bed Saint Anthony Hospital (the "New Saint Anthony Hospital") with uses and operations consistent with the Current Saint Anthony Hospital wherein the New Saint Anthony Hospital will comprise approximately 375,000 sq. ft.; (b) retain 1,000 jobs or cause the New Saint Anthony Hospital to retain 1,000 jobs at the New Saint Anthony Hospital; (c) create at least 20 permanent jobs or cause the New Saint Anthony Hospital to create at least 20 permanent jobs; and (d) create 1,500temporary construction jobs or cause the general contractor and/or subcontractors to create 1,500temporary construction jobs; and

all as more fully described on Exhibit E attached hereto (the "Project"), and perform other redevelopment obligations as set forth in this Agreement; and

WHEREAS, the Developer and the City acknowledge that the implementation of the policies and provisions described in this Agreement will be of mutual benefit to the Developer and the City; and

WHEREAS, the Developer and the City shall execute this Agreement upon (a) passage and approval of an ordinance authorizing (1) this Agreement and the execution of same; and (2) the amendment to RDA #2 and the execution of same.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing findings and 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 ofthe parties.

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SECTION 2. PURCHASE PRICE.

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property "as-is, "where is", and "with all faults" condition, for the sum of One and No/100 Dollars ($1.00) ("Purchase Price"). Such amount shall be paid to the City at the Closing (as defined in Section 4). The appraised market value of the Property is Two Million One Hundred Thousand and No/Dollars ($2,100,000). The write-down is being offered in consideration of the Developer's agreement to comply with: (a) the covenants in this Agreement, including, without limitation, the covenants referenced in

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Section 18, which shall run with the land on the Project Parcels; and (b) the covenants in the Amended RDA #2. Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees, title insurance fees, survey fees, and all other closing costs and expenses.

Developer and the City shall execute this Agreement upon (a) passage and approval of an ordinance ("Ordinance") authorizing the (1) amendment to this Agreement and the execution of same; and (2) the amendment to RDA #2 and the execution of same. The original executed RDA #1, RDA #2, this Agreement and Amended RDA #2 shall be held in escrow by the City's Department of Law, Real Estate and Land Use Division. The City shall provide the Developer with a fully executed copy of this Agreement and Amended RDA #2.

SECTION 3. PERFORMANCE DEPOSIT.

3.1 Performance Deposit. The Developer has previously deposited with the DPD the amount of Fifty Thousand and no/100 Dollars ($50,000), as security for the performance of its obligations under this Agreement ("Performance Deposit"), which the City will retain until the City issues a Certificate of Completion (as defined in Section 13). The Performance Deposit shall be refunded to the Developer upon the issuance of said Certificate of Completion or otherwise pursuant to the provisions of this Agreement, but shall be forfeited to the City if the Developer defaults, after written notice from the City (if required) and the applicable cure or grace period (if any) as set forth in Section 19.3 herein, in any of its obligations under the terms of this Agreement.

3.2 Interest. The City will pay no interest to the Developer on the Performance Deposit.

SECTION 4. CLOSING.

1 Closing Location. The closing of the transaction contemplated by this Agreement (the "Closing")

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shall take place at the downtown offices of Greater Illinois Title Insurance Company (the "Title Company"), 120 North LaSalle Street, Chicago, Illinois 60601.

2 Closing Date. The Closing shall occur between thirty (30) and sixty (60) days after the parties have satisfied the conditions to the obligation to close under Section 9 of this Agreement (the "Closing Date").

4.3. Outside Closing Date. The outside closing date shall be August 30, 2019 (the "Outside Closing Date").

4.4 Automatic Extension of the Outside Closing Date. In the event that as of the Outside Closing Date (a) the Developer has failed to obtain a deed to the Acquisition Parcels from the Owner (as defined in Amended RDA #2), or the City; and (b) the Developer has requested an extension of the date of termination of Amended RDA #2 to August 31, 2020; and (c) this Agreement and Amended RDA #2 have not been terminated, then the Outside Closing Date shall be extended to and include (i) August 30, 2020, or (ii) the date, after August 30, 2020, that the Commissioner, in his sole discretion, may extend the Outside Closing Date by up to twelve (12) months (the "Extended Outside Closing Date").4.5 On or before the Closing

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Date, Outside Closing Date, or Extended Outside Closing Date, whichever date becomes applicable, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

SECTION 5. CONVEYANCE OF TITLE.

5.1 Form of Deed. Without limiting the generality of the quitclaim nature of the deed, the City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following (collectively, the "Permitted Exceptions"):

a) the standard exceptions in an ALTA title insurance policy;
b) general real estate taxes and any special assessments or other taxes;
c) all easements, encroachments, covenants and restrictions of record and not shown of record that will not adversely affect the use and insurability of the Property for the development of the Project;
d) such other title defects as may exist; and
e) any and all exceptions caused by the acts of the Developer or its agents.

5.2 Recording Costs. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Property to the Developer.

SECTION 6. TITLE AND SURVEY.

1 The Developer acknowledges that the City has delivered to the Developer an initial title commitment for an owner's policy of title insurance for the Property (the "Title Commitment") from the Title Company, showing the City in title to the Property. The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining any title insurance, extended coverage or other endorsements it deems necessary. The

Developer shall also be solely responsible for and shall pay all costs associated with obtaining any survey the Title Company deems necessary for the Closing.

2 The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate tax liens on the Property prior to the Closing Date, Outside Closing Date, or Extended Outside Closing Date whichever date becomes applicable, to the extent such tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the Property is encumbered with any other unpermitted exceptions, the Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, which shall then become Permitted Exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) days prior to the Closing Date, Outside Closing Date, or Extended Outside Closing Date, whichever date becomes applicable, in which event this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or

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obligation hereunder, and the Performance Deposit shall be returned to Developer. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to the unpermitted exceptions. The Developer shall be responsible for all taxes accruing after the Closing.

SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer shall file for an updated Site Plan approval with DPD to be reviewed by DPD and the City's Department of Transportation ("CDOT") prior to any permit application. After the Developer's execution of this Agreement, Developer shall apply for all necessary core and shell building permits, zoning approvals, and other required permits for the Project. Developer shall apply for all necessary building permits, zoning approvals and other required permits for the Project and shall pursue such permits and approvals in good faith and with all due diligence.

SECTION 8. PROJECT BUDGET.

1. The total preliminary Project budget is currently estimated to be TWO HUNDRED MILLION and No/100 Dollars ($200,000,000.00) (the "Preliminary Project Budget") and of this amount, the total Project core and shell construction budget ("Core and Shell Project Budget") is currently estimated to be ONE HUNDRED TWO MILLION and No/100 Dollars ($102,000,000.00). At least thirty (30) days prior to Closing, Developer shall provide the City with Developer's then current evidence of available funds to be dedicated to the Core and Shell Project Budget. The evidence shall consist of written documentation from financial institutions and/or persons or entities who have committed to pledge funds to finance the Project.

2. Not less than forty-five (45) days prior to the Closing Date, Outside Closing Date, or Extended Closing Date, whichever date becomes applicable, the Developer shall submit to DPD for approval an updated budget for the Project ("Project Budget") materially consistent with the Preliminary Project Budget and evidence, reasonably acceptable to the City, in the City's sole discretion, that the Developer has 'in-hand" funds equal to 80% of the Core and Shell Project Budget ("Proof of Financing"). The Proof of Financing shall include, but not be limited to, written evidence of equity, and construction and permanent financing from lending institutions in amounts sufficient to construct the Project and satisfy its obligations under this Agreement. The Proof of Financing shall also include binding commitment letters from the Developer's lenders, and evidence of Developer's ability to make an equity contribution which shall cover the amount of

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any gap in financing. The Proof of Financing defined in this paragraph may include pledges and/or irrevocable donations payable over a period not to exceed four (4) years. However, the amount of pledges and/or irrevocable donations used to satisfy the Proof of Financing defined in this paragraph shall not exceed 30% of the total Proof of Financing.

SECTION 9. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.

The obligations of the City under this Agreement are contingent upon each of the following being done at least thirty (30) days prior to the Closing Date, Outside Closing Date, Extended Outside Closing Date, whichever date becomes applicable:

1 Acquisition of the Acquisition Parcels. The City shall have acquired the Acquisition Parcels under the Amended RDA #2.

2 Final Governmental Approvals. The Developer shall have delivered to the City evidence of all core and shell building permits, zoning approvals, and other required permits for the New Saint Anthony Hospital.

3 Budget and Proof of Financing. The City shall have approved the Developer's Project Budget and Proof of Financing under Section 8 of this Agreement.

4 Simultaneous Loan Closing. On the Closing Date, Outside Closing Date, or Extended Outside Closing Date, whichever date becomes applicable the Developer shall simultaneously close any financing, if any, approved pursuant to this Agreement and be in a position to immediately commence construction ofthe Project.

5 Insurance. The Developer shall have delivered to the City evidence of insurance as such required insurance is set forth on Exhibit F, attached hereto and made a part hereof. The City shall be named as an additional insured on all liability insurance policies, with endorsements, and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date, Outside Closing Date, or Extended Outside Closing Date, whichever date becomes applicable, through the date the City issues the Certificate of Completion (as defined in Section 13 below). With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

6 Legal Opinion. The Developer shall, at the City's request, deliver to the City a legal opinion in a form reasonably acceptable to the City's Corporation Counsel.

7 Due Diligence. The Developer shall have delivered to the City due diligence searches in the name of the Developer (UCC liens, state and federal tax liens, pending suits and judgments in Cook County and the U.S. District Court for the Northern District of Illinois, and bankruptcy), showing no unacceptable liens,

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litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

8 Organization and Authority Documents. The Developer shall have delivered to the City the Developer's articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the by-laws of the Developer, as certified by the secretary of the Developer; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing

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from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date, Outside Closing Date, or Extended Outside Closing Date, whichever date becomes applicable; and such other corporate authority and organizational documents as the City may reasonably request.

9 Subordination Agreement. On the Closing Date, Outside Closing Date, or Extended Outside Closing Date, whichever date becomes applicable, and prior to recording any mortgage approved pursuant to Section 9.2, the Developer shall, at the City's request, deliver to the City a subordination agreement in which the construction lender agrees to subordinate the lien of its mortgage to the covenants running with the land under Section 18 of this Agreement, or such other subordination assurance as the Corporation Counsel shall deem acceptable.

10 MBE/WBE Compliance Plan. The Developer and the Developer's general contractor, and all major subcontractors shall meet with staff from the Department of Planning and Economic Development ("DPD") regarding compliance with the MBE/WBE, city residency hiring, prevailing wage and other requirements set forth in Section 23, and at least seven (7) days prior to the Closing Date, Outside Closing Date, or Extended Outside Closing Date, whichever date becomes applicable, the City shall have approved the Developer's compliance plan in accordance with Section 23.4.

11 Representations and Warranties. On the Closing Date, Outside Closing Date, or Extended Outside Closing Date whichever date becomes applicable, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

12 Other Obligations. On the Closing Date, Outside Closing Date, or Extended Outside Closing Date, whichever date becomes applicable, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement.

If any of the conditions in this Section 9 have not been satisfied to the City's reasonable satisfaction within the time periods provided for herein, or waived by DPD in writing, the City may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period and this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. In the event of a termination prior to the conveyance of the Property to the Developer, the City shall be entitled to retain the Performance Deposit. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

9.12 Reconveyance Deed. Simultaneous with the execution of this Agreement, the Developer shall execute and deliver to" the City a special warranty deed for the Property in recordable form naming the City as

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grantee ("Reconveyance Deed"), substantially in the form attached hereto as Exhibit G, for possible recording in accordance with Section 19 below.

SECTION 10. CONSTRUCTION REQUIREMENTS.

1 Site Plans. The Developer shall construct the Project on the Project Parcels in accordance with the final design development drawings and specifications prepared by dated which have been approved by DPD and which shall be incorporated herein by reference ("Working Drawings and Specifications"). No material deviation from the Working Drawings and Specifications may be made without the prior written approval of DPD. If the Developer submits and DPD approves revised design development drawings and specifications after the date of this Agreement, the term "Working Drawings and Specifications" as used herein shall refer to the revised design development drawings and specifications upon DPD's written approval of the same.

2 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting. The Developer shall apply to the City's Department of Transportation for a separate ordinance for any and all expansions of the public rights of way adjacent to the Project Parcels.

3 City's Right to Inspect Project Parcels. For the period commencing on the Closing Date, Outside Closing Date, or Extended Outside Closing Date, whichever date becomes applicable, and continuing through the date the City issues a Certificate of Completion, any duly authorized representative of the City shall have access to the Project Parcels at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws").

4 Barricades and Signs. Promptly after the execution of this Agreement, the Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Project Parcels as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Project Parcels.

5 Survival. The provisions of this Section 10 shall survive the Closing.

SECTION 11. LIMITED APPLICABILITY.

DPD's approval of the Drawings are for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Buildings ("DOB") or any other City department; nor does the approval by DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Project Parcels. The approval given by DPD shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

SECTION 12. COMMENCEMENT AND COMPLETION OF PROJECT.

The Developer shall commence construction of the Project no later than September 30, 2019, or September 30, 2020, where the Extended Outside Closing Date is applicable, and shall complete the Project (as evidenced by the issuance of a Certificate of Completion) no later than July 30, 2025, or July 30, 2026, where the Extended Outside Closing Date is applicable. The Developer shall commence construction of the Project described in this Agreement and shall diligently pursue construction of the Project. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Project in accordance with the Working Drawings and Specifications, and all Laws and covenants and restrictions of record. DPD may, in its sole discretion, extend the dates above by up to six months each (i.e. 12 months, in aggregate) by issuing a written extension letter.

Notwithstanding the terms of this section, the City agrees to allow the Developer the right to enter onto the Property pursuant to the terms of Section 22 of this Agreement. The right of entry shall commence upon (a) passage and approval of an ordinance authorizing the (1) amendment to this Agreement and the execution of same; and (2) the amendment to RDA #2 and the execution of same.

SECTION 13. CERTIFICATE OF COMPLETION.

The Developer shall request from the City a certificate of completion ("Certificate of Completion") upon the completion of the New Saint Anthony Hospital in accordance with this Agreement. Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the New Saint Anthony Hospital in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Upon recordation of the Certificate of Completion, the City shall return the Performance Deposit to the Developer.

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SECTION 14. RESTRICTIONS ON USE.

The Developer agrees that it:

1 Shall devote the Project Parcels solely to the Project described in this Agreement, in particular for the development of the New Saint Anthony Hospital described in this Agreement, and for uses that comply with the Little Village Industrial Redevelopment Plan (the "Redevelopment Plan") until the Redevelopment Plan expires on December 31, 2031.

2 Shall retain 1,000 jobs, or cause tenant the New Saint Anthony Hospital to retain 1,000 jobs at the New Saint Hospital; create at least 20 permanent jobs or cause tenant the New Saint Anthony Hospital to create at least 20 permanent jobs (each such permanent full-time equivalent job is hereby defined as 35 hours of employment per week with full benefits) at the Project Parcels. This covenant shall expire ten (10) years after the date of issuance of the Certificate of Completion.

3 Shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the Project Parcels or any part thereof or the Project or any part thereof.

14. 4 Shall in no instance use any portion of the Property or Acquisition Parcels for any inherently religious activities, such as worship, religious instruction, or proselytization. Notwithstanding the foregoing, the New Saint Anthony Hospital may use the Project Parcels consistent with all allowed uses pursuant to the Institutional Business Planned Development No. 1212 and any amendments thereto or a new planned development if a new planned development is necessary for Developer to complete the Project.

SECTION 15. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell, transfer or otherwise dispose of the Property or any part thereof or any interest therein or the Developer's controlling interests therein (including without limitation, a transfer by assignment of any beneficial interest under a land trust); or (b) directly or indirectly assign this Agreement. The Developer acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. The provisions of this Section 15 shall not prohibit the Developer from transferring or conveying the Property to an Illinois land trust of which the Developer is the sole

beneficiary.

SECTION 16. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate of Completion, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for any mortgage approved pursuant to Section 9.2.

SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and shall, prior to recording any mortgage approved pursuant to Section 9.2, execute and record a Subordination Agreement (as defined in Section 9.8). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property) and Section 16 (Limitation Upon Encumbrance of Property) will be covenants running with the land of the Project Parcels, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 12, Section 15 and Section 16 shall terminate upon the issuance of the Certificate of Completion. The covenant contained in Section 14.1 shall terminate after the occurrence of both, the issuance of the Certificate and the expiration of the Development Plan on December 31, 2031. The covenant contained in Section 14.2 shall expire ten (10) years after the issuance of the Certificate of Completion. The covenant contained in Sections 14.3 and 14.4 shall have no expiration date and remain in perpetuity.

SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement. .

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2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4 (c), (e) and (g).

4 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

a) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) that is not true and correct.

b) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing.

c) The Developer fails to complete the Project in accordance with the time line outlined in Section 12 above, or the Developer abandons or substantially suspends construction of the Project.

d) The Developer fails to pay real estate taxes or assessments affecting the Project Parcels or any part thereof when due, or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the Project Parcels unless bonded or insured over.

e) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement.

f) There is a material and adverse change in the Developer's financial condition or operations that will prevent the Developer from satisfying the Proof of Financing requirement under Section 8.2 of this Agreement.

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g) The Developer fails to close by the Closing Date, Outside Closing Date, or Extended Outside Closing Date, whichever date becomes applicable.

h) The Developer fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Agreement or any other written agreement entered into with the City with respect to the Project.

19.5 Prior to Closing. Except in relation to an Event of Default that occurs prior to the Closing Date, Outside Closing Date, or Extended outside Closing Date, whichever date becomes applicable, under Section 19.4 (c) or (g), if an Event of Default occurs prior to the Closing Date or Outside Closing Date, whichever date becomes applicable, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement, and/or institute any action or proceeding at law or in equity against the Developer, and retain the Performance Deposit.

6 After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, or any portion thereof, terminate the estate, or any portion thereof, conveyed to the Developer, and revest title to the Property, or any portion thereof, in the City by recording the Reconveyance Deed; provided, however, the City's right of reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the Property during the period of time the Property was owned by the Developer. The Developer will cooperate with the City to ensure that should the City record the Reconveyance Deed, such recording is effective for the purposes of transferring title to the Property, or any portion thereof, to the City by executing any customary transfer documents. The provisions of this Section shall survive any and all termination this Agreement (regardless of the reason for such termination).

7 Resale of the Property. Upon the revesting in the City of title to the Property, or any portion thereof, as provided in Section 19.6, the City may complete the Project or convey the Property, or any portion thereof, subject to any first mortgage lien, to a qualified and financially responsible party reasonably acceptable to the first mortgagee, who shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD, and otherwise comply with the covenants that run with the land as specified in Section 18.

8 Disposition of Resale Proceeds. If the City sells the Property, or any portion thereof, as provided for in Section 19.7, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property, or any portion thereof, (less any income derived by the City from the Property, or any portion thereof, in connection with such management); and

b) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

e) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any such remaining proceeds up to the amount of the Developer's equity investment in the Property.

If there are any proceeds remaining after payment of the equity investment reimbursement to Developer under this section, then the City shall be entitled to receive any such remaining proceeds and the right to retain the Performance Deposit.

SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the Project Parcels or the Project, 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. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or with respect to any commitment or obligation of the City under the terms of this Agreement.

SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Developer ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and

management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity, including but not limited to any environmental activity, undertaken by the Developer or any Agent on the Property prior to or after the Closing. Developer agrees to accept the Property in its "as is," "where is" and "with all faults" condition. This indemnification shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 22. INSPECTION: CONDITION OF PROPERTY AT CLOSING.

1 "As Is", "Where Is" and "With all Faults" Sale. 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, and the Developer agrees to accept the Property in its "as is," "where is" and "with all faults" condition.

2 Right of Entry For Property Inspection; Environmental Inspection of Property.

a) The Developer's obligations hereunder are conditioned upon the Developer being satisfied with the condition of the Property for the construction, development and operation of the Project. The City, on behalf of the Developer, shall facilitate securing the Developer, or the City on behalf of the Developer, the right, at Developer's sole cost and expense, to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance reasonably acceptable to the City have performed a Phase I Assessment report ("Phase I Investigation") and a Phase II subsurface investigation ("Phase II Investigation"), if necessary, ofthe Property .

b) Developer agrees to pay all costs and expenses of the Phase I Investigation and Phase II Investigation on the Property. If the City performs the Phase I Investigation and the Phase II Investigation on the Property, on behalf of the Developer, the Developer agrees to pay all costs and expenses as part of the Acquisition Costs as set forth in the Amended RDA #2.

c) The Phase I Investigation and Phase II Investigation of the Property shall occur contemporaneously with the Phase I Investigation and Phase II Investigation, if necessary, of the Acquisition Parcels.

d) If the Phase II Investigation indicates potential off-site migration of environmental contamination from the Property and/or the Acquisition Parcels onto adjacent property, as part of its Phase II Investigation and at its own cost, Developer shall delineate the extent of off-site contamination. In the event Developer is unable to obtain off-site access for this purpose, Developer shall delineate the extent of off-site migration of contamination using Tier 3 analysis. The scope of work the Phase II Investigation shall be subject to the review and approval of the City.

e) Developer agrees to promptly deliver to the City with copies of the Phase I Investigation and Phase II Investigation of the Property and the Acquisition Parcels and any potential off-site migration of contaminants. In the event the City performs the Phase I

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Investigation and Phase II Investigation ofthe Property and Acquisition Parcels, the City agrees to promptly deliver to the Developer copies of the Phase I Investigation and Phase II Investigation ofthe Property and Acquisition Parcels.

f) Developer shall provide the City with a letter(s) from the environmental firm(s) which completed the reports described in Sections 22.2, authorizing the City to rely on such reports and, if necessary, the City shall provide the Developer with a letter(s) from the environmental firm(s) which completed the reports described in Sections 22.2, authorizing the Developer to rely on such reports.

g) In the event the Phase II Investigation indicates the presence of hazardous substances, pesticides, or petroleum on the Property and/or the Acquisition Parcels and/or off-site migration of hazardous substances, pesticides, or petroleum from the Property and/or the Acquisition Parcels onto adjacent property, the Parties shall agree and enter into: (i) "Environmental Indemnity Agreement(s)" indemnifying the City from liability relating to such environmental contamination; (ii) a scope of work for development of a cost estimate, including contingency, for remediation of the Property and the Acquisition Parcels; (iii) an "Environmental Remediation Agreement and Escrow" to remediate the Property and the Acquisition Parcels and fund such costs; and (iv) if applicable, an agreement pursuant to which Developer shall purchase environmental liability insurance for off-site migration of contaminants from the Property and/or the Acquisition Parcels, naming the City as an additional insured.

(h) If the Developer determines that it is not satisfied, in its sole discretion, with the condition of the Property, the Developer rnay terminate this Agreement by written notice to the City within thirty (30) days of the receipt by Developer of the Phase I Investigation report and, if necessary, the Phase II Investigation report for the Property, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder, and upon termination of this Agreement the City shall return the Performance Deposit to the Developer. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2, the Developer shall be deemed satisfied with the condition of the Property.

22.3 Indemnity. The Developer hereby waives and releases, and indemnifies the City from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 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, including, without limitation, liabilities arising under CERCLA. The Developer hereby acknowledges that, in purchasing the Property, the Developer is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer shall perform, or the City shall perform on behalf of the Developer, such studies and investigations, conduct such tests and surveys, and engage such specialists as the Developer deems appropriate to evaluate fairly the

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structural, physical and environmental condition and risks of the Property. If, after the Closing, the structural, physical and environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The provisions of this Section 22.3 shall survive the Closing.

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Developer agrees, and shall contractually obligate all contractors, subcontractors and any affiliate of the Developer and any and all persons or entities operating on the Project Parcels (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project or occupation of the Project Parcels:

a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, gender identity, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection, for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

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

c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

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(d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance' with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Project Parcels, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

23.2 City Resident Employment Requirement.

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

b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

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

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

e) . The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date

that the Developer or Employer hired the employee should be written in after the employee's name.

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

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

h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

(j) Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

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23.3 Developer's MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree, that during the construction of the Project:

a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seg.., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seg.., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least 26% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least 6% of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

b) For purposes of this Section 23.3 only:

i) The Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

ii) The term "minority-owned business" or "MBE" shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

iii) The term "women-owned business" or "WBE" shall mean a business identified in the Directory of Certified Women Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a wbmen-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such

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joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DPD.

d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) business days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago,, as applicable.

f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than fourteen (14) days prior to the Closing Date, Outside Closing Date, or Extended Outside Closing Date, whichever date becomes applicable, the Developer and, if retained, the Developer's general contractor and all major subcontractors shall meet with DPD monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction

meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the date of this Agreement and as of the Closing Date, Outside Closing Date, or Extended Outside Closing Date, whichever date becomes applicable, the following shall be true and correct in all respects:

a) The Developer is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Project Parcels, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

b) All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete.

c) The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, the Developer's operating agreement or any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Project Parcels is bound.

d) To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially

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affect the operation or financial condition of the Developer.

(e) To the best of the Developer's knowledge, the Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Project Parcels.

2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 24 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 25. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
Department of Planning and Development 121 North
LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn:
Commissioner Fax: 312-744-4477

City of Chicago
Department of Law
With a copy to: 121 North LaSalle Street,
Room 600
Chicago, Illinois 60602 Attn: Deputy Corporation
Counsel Real Estate and Land Use Division
Fax: 312-744-0277

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If to the Developer: Chicago Southwest Development Corporation
2875 West 19th Street, Chicago, Illinois 60623
Attn: President and Chief Executive Officer

With a copies to: Lenny D. Asaro
Neal & Leroy, LLC
203 N. LaSalle
Suite 2300
Chicago, IL 60601
Fax: 312-641-5137
Email: lasaro(5)nealandlerov.com

And to: Amy Kurson
Reyes Kurson, Ltd.
328 S. Jefferson
Suite 909
Chicago, IL 60661
Email: akurson@rkchicago.com <mailto:akurson@rkchicago.com>

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

SECTION 26. ORGANIZATION AND AUTHORITY.

The Developer represents and warrants that it is duly organized and validly existing and authorized to do business under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Project Parcels and that the person signing this Agreement on behalf of the Developer has the authority to do so.

SECTION 27. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns ofthe parties.

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SECTION 28. TERMINATION.

1 This Agreement shall terminate on August 31, 2019, should the Developer fail to obtain a deed to the Acquisition Parcels from the Owner (as defined in Amended RDA #2), or from the City, except as provided in Sections 28.2 and 28.3.

2 The Developer may elect to extend the date of termination of this Agreement as

2 provided in Section 28.1 until August 31, 2020, by providing the City with written notice of

2 extension no later than July 31, 2019. The Commissioner, in his sole discretion, may agree to a

2 Developer proposed extension of termination date after August 30, 2020, upon receipt of

2 Developer's written notice of extension of the August 30, 2020 termination date no later than

2 July 31, 2020. 28.3 In the event the Developer defaults under the terms of this

2 Agreement and fails to cure the default before the expiration of the cure period, then this

2 Agreement shall terminate on the first day following the expiration of the cure period.

2 Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections

2 19.4 (c), (e) and (g) of this Agreement, in which event this Agreement shall terminate on the

2 date of default.

SECTION 29. RECORDATION OF AGREEMENT.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds. The Developer shall pay the recording fees.

SECTION 30. CONSENT AND APPROVAL.

Except where otherwise specified, whenever the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed.

SECTION 31. OTHER ACTS

The parties agree to perform such other acts and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably necessary to consummate the transactions contemplated by this Agreement.

SECTION 32. BUSINESS RELATIONSHIPS.

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

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

SECTION 33. PATRIOT ACT CERTIFICATION.

The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) 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 the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, 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 34. PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER NO. 2011-4.

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

Developer represents and warrants that from the later to occur of (a) May 16, 2011, and (b) the date the City approached the Developer or the date the Developer approached the City,

as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

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

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 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, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

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

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

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

B) neither party is married; and

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

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

E) two of the following four conditions exist for the partners:

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

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

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

a. joint ownership of a motor vehicle;

b. a joint credit account;

c. a joint checking account;

d. a lease for a residence identifying both domestic partners as tenants.

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

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

SECTION 35. COOPERATION WITH OFFICE OF COMPLIANCE.

In accordance with Chapter 2-26-010 et seq. of the Municipal Code, the Developer 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 Developer agrees to abide by the provisions of Chapter 2-26-010 et seq.

SECTION 36. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by Developer 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 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. Developer shall at all times comply with Section 2-154-020 ofthe Municipal Code of Chicago.

SECTION 37. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.

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

SECTION 38. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Amendment, at law or in equity. This section does not limit Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Amendment. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Amendment, and may further affect Developer's eligibility for future contract awards.

SECTION 39. 2014 HIRING PLAN PROHIBITIONS

a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

c) Developer will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation,

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membership in a political organization or party, political support or activity, political financial. contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to Developer by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section ofthe City's Office ofthe Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by OIG Hiring Oversight.

Signatures appear on the following page

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO,
an Illinois municipal corporation

By:
David L. Reifman Commissioner
Department of Planning and Development

CHICAGO SOUTHWEST DEVELOPMENT CORPORATION,
an Illinois not-for-profit corporation

By:
Name: Guy A. Medaglia Its: President and Chief Executive Officer and

By:
Name: Peter V. Fazio, Jr. Its: Chairman

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

, a Notary Public in and for said County, in the Reifman, the Commissioner of the Department an Illinois municipal corporation,

I,

State aforesaid, do hereby certify that David L of Planning and Development of the City of Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this

NOTARY PUBLIC

STATE OF ILLINOIS COUNTY OF COOK
I,

., a Notary Public in and for said County, in the
State aforesaid, do hereby certify that Guy A. Medaglia the President and Chief Executive Officer of Chicago Southwest Development Corporation, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he/she signed and delivered the foregoing instrument pursuant to authority given by said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this

NOTARY PUBLIC

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, , a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter V. Fazio, Jr., the Chairman of Chicago Southwest Development Corporation, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he/she signed and delivered the foregoing instrument pursuant to authority given by said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this day of , 2017.

NOTARY PUBLIC

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

(Subject to Final Title and Survey)

THAT PART OF THE NORTHEAST % OF THE NRTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST % OF THE NORTHEAST 1/4 OF SAID SECTION WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 528.12 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 30.00 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 99.85 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 627.97 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 34.89 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 43.88 FEET TO POINT; THENCE NORHT PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION A DISTNACE OF 35.37 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 32.15 FEE TO A POINT WHICH IS 848.02 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 704.00 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 10.19 FEET TO A POINT WHICH IS 858.02 FEET NORTH OF THE SOUTH LINE OF SAID UARTER QUARTER SECTION AND 705.28 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION,; THENCE NORTH, A DISTANCE OF 29.26 FEET TO A POINT WHICH IS 887.28 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 705.90 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH A DISTANCE OF 9.80 FEET TO A POINT WHICH IS 897.08 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 711.87 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 796.14 FEET, A DISTANCE OF 109.69 FEET TO A POINT WHICH IS 924.23 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 818.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 106.35 FEET TO APOINT WHICH IS 957.60 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 919.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST

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PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 54.12 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE NORTHEAST V* OF SECTION 35 AND RUNNING THROUGH A POINT ON SAID NORTH LINE WHICH IS 974.06 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST V<\ THENCE NORTH ALONG SAID PERPENDICULAR LINE 242.32 FEET TO A LINE DRAWN 133.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35; THENCE WEST ALONG SAID PARALLEL LINE 97.42 FEET TO A LINE DRAWN 57.00 FEET (BY RECTANGULAR MEASURE) EAST OF AND PARALLEL WITH THE EAST FACE OF AN EXISTING BUILDING; THENCE NORTH 0 DEGREES 13 MINUTES 01 SECONDS EAST ALONG SAID PARALLEL LINE 133.00 FEET TO THE NORTH LINE OF THE NORTHEAST Va OF SECTION 35; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST

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ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION; A DISTANCE OF 1071.98 FEET TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION; A DISTANCE OF 586.59 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTH 33 FEET AND THE EAST 33 FEET THEREOF, TAKEN FOR STREETS, EXCEPTING THEREFROM THE CORNER CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES ON FEBRUARY 25, 1974 AND RECORDED AS DOCUMENT NO. 22636686, SUBJECT HOWEVER, TO THE FOLLOWING: (A) PERPETUAL EASEMENT FOR A SANITARY DISTRICT OF CHICAGO SEWER BY GRANT RECORDED AS DOCUMENT NO. 10012620 AND BY GRANT RECORDED AS DOCUMENT NO. 10048604; AND (B) LICENSE TO AIR REDUCTION SALE COMPANY TO CONNECT WITH AND TO USE GRANTOR'S SEWER SYSTEM GRANTED IN INSTRUMENT RECORDED AS DOCUMENT NO. 12332291 AND DOCUMENT NO. 12332292.

AREA = 470,812.8 SQUARE FEET OR 10.80837 ACRES

COMMONLY KNOWN AS: 3100 South Kedzie Avenue, Chicago, Illinois (Southwest corner of 31st Street and Kedzie Avenue)

PERMANENT INDEX NO. 16-35-201-012-0000

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EXHIBIT B

LEGAL DESCRIPTION OF DEVELOPER PARCELS (SUBJECT TO FINAL TITLE AND SURVEY)

PARCEL 1:

THE SOUTH 291.50 FEET OF THE EAST 625 FEET OF THE NORTHEAST % OF THE NORTHEAST V* OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,

(EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE CHICAGO AND ILLINOIS WESTERN RAILROAD BY DEED DATED JULY 9, 1906 AND RECORDED IN BOOK 9485, PAGE 55 AS DOCUMENT NUMBER 3900240, ALSO EXCEPTING THE EAST 33 FEET THEREOF TAKEN FOR KEDZIE AVENUE, IN COOK COUNTY, ILLINOIS).

PARCEL 2:

EASEMENT FOR RAILROAD SPUR TRACK FOR THE BENEFIT OF PARCEL 1 OVER A 17 FOOT WIDE RIGHT OF WAY AS CONTAINED IN INSTRUMENTS RECORDED AS DOCUMENT NUMBERS 9917940, 25329119, AND 08043651, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3244-3250 S. KEDZIE AVENUE, CHICAGO, IL 60623-5112

PROPERTY INDEX NUMBER: 16-35-203-006-0000

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EXHIBIT C

LEGAL DESCRIPTION OF ACQUISITION PARCELS (SUBJECT TO FINAL TITLE AND SURVEY)

PARCEL 1:

ALL THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER (EXCEPTING THEREFROM THE EAST 762 FEET THEREOF LYING NORTH OF THE SOUTH 291.50 FEET), AND EXCEPTING THE

SOUTH 291.50 FEET OF THE EAST 625 FEET THEREOF AND EXCEPTING THAT PART THEREOF CONVEYED TO THE CHICAGO AND ILLINOIS WESTERN RAILROAD BY DEED DATED JULY 9, 1905 AND RECORDED IN BOOK 9485 PAGE 55 AS DOCUMENT 3900240, AND EXCEPTING THEREFROM THAT PART DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID QUARTER-QUARTER SECTION WHICH IS 50 FEET, NORTH OF THE SOUTHWEST CORNER THEREOF: THENCE NORTH ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 282.50 FEET TO THE CENTER LINE OF WEST FORK OF THE S BRANCH OF THE CHICAGO RIVER: THENCE, NORTHEASTERLY ALONG SAID CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 255.49 FEET, MORE OR LESS, TO A POINT WHICH IS 461 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 1112.20 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 74.36 FEET TO A POINT WHICH IS 486.99 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 100.00 FEET TO A POINT WHICH IS 538.04 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, AND 956.58 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 7.80 FEET TO A POINT WHICH IS 541.54 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 949.61 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION, THENCE SOUTHEASTERLY ALONG THE LINE, A DISTANCE OF 252.93 FEET TO A POINT WHICH IS 291.50 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 911.34 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION: THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 286.34 FEET TO A POINT WHICH IS 291.50 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 625.00 FEET WEST OF SAID QUARTER-QUARTER SECTION: THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 241.50 FEET TO THE NORTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF (FORMERLY RIGHT OF WAY OF CHICAGO AND ILLINOIS WESTERN RAILROAD) RAILROAD, WHICH POINT IS 50.00 FEET NORTH OF SAID

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QUARTER-QUARTER SECTION AND 625.00 FEET WEST OF SAID QUARTER-QUARTER SECTION: THENCE WEST ALONG SAID NORTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF (FORMERLY RIGHT OF WAY OF CHICAGO AND ILLINOIS WESTERN RAILROAD) RAILROAD AND WHICH LINE IS 50.00 FEET NORTH OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 707.51 FEET TO THE POINTOF BEGINNING).

ALSO

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT BETWEEN EVELYN BRANECKI AND STEPHAN CHEMICAL COMPANY DATED NOVEMBER 24, 1961 AND RECORDED NOVEMBER 29, 1961 AS DOCUMENT 18342626 AND BY AGREEMENT MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 28807 WITH STEPAN CHEMICAL COMPANY DATED AUGUST 26, 1965 AND RECORDED SEPTEMBER 2, 1965 AS DOCUMENT 19577333 AS FOLLOWS:

SUBPARCEL 2A

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A PERPETUAL EASEMENT OR RIGHT OF WAY FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND REPAIRING A SANITARY SEWER LOCATED ON PARCEL 1, OVER, UNDER AND ACROSS A STRIP OF LAND 6 FEET-IN WIDTH THE CENTER LINE OF SAID STRIP OF LAND IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 291 50 FEET OF THE EAST 625.0 FEET OF THE NORTHEAST Y4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, 33 FEET WEST OF THE EAST LINE OF SAID SECTION 35, THENCE SOUTH ALONG A LINE 33.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 9.0 FEET, FOR A PLACE OF BEGINNING, THENCE WEST ALONG A LINE WHICH FORMS AN INTERIOR ANGLEOF 89 DEGREES 58 MINUTES WITH THE LAST DESCRIBED COURSE, 87.5 FEET, THENCE SOUTHALONG A LINE 120 S FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 219.64 FEET, THENCE WEST ALONG A LINE 62.86 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST Y4 OF THE NORTHEAST 1/4 OF SAID SECITON 35, TO THE WESTLINE OF THE EAST 625.00 FEET OF THE SOUTH 291.5 FEET OF THE NORTHEAST 7_4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, IN COOK COUNTY, ILLINOIS.

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ALSO

SUBPARCEL 2B:

A PERPETUAL EASEMENT OR RIGHT OF WAY FOR INGRESS, EGRESS AND PUBLIC UTILITIES, INCLUDING WATER, TELEPHONE, GAS AND ELECTRIC POWER LINES, OVER, UNDER AND ACROSS A PARCEL OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST V_4 OF THE NORTHEAST'/ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, 33 FEET WEST OF THE EAST LINE OF SAID SECTION 35, THENCE NORTH ALONG A LINE 33 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 55.56 FEET, FOR A PLACE OF BEGINNING, THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 55 34 FEET, THENCE WEST 5.25 FEET TO A POINT 55.34 FEET NORTH OF THE PLACE OF BEGINNING (MEASURED AT 90 DEGREES): THENCE SOUTHWESTERLY 58.19 FEET ALONG A LINE DRAWN TO A POINT 83.6 FEET WEST OF THE EAST LINE OF SAID SECTION 35 AND 76.6 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST V_4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, THENCE CONTINUING SOUTHWESTERLY 49.84 FEET ALONG A LINE DRAWN TO A POINT 133 FEET WEST OF THE EAST LINE OF SAID SECTION 35 AND 70.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35. THENCE WEST ON A LINE 70 FEET NORTH OF A PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST V_4 OF SAID SECTION 35, 492.0 FEET TO THE WEST LINE OF THE EAST 625.0 FEET OF THE SOUTH 291.5 FEET TO THE NORTHEAST 1/4 OF THE NORTHEAST V_4 OF SAID SECTION 35, THENCE SOUTH ALONG SAID WEST LINE 20 FEET, TO A POINT 50.0 FEET NORTH

OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, THENCE EAST ALONG A LINE 50.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, 412.0 FEET TO A POINT OF CURVE. THENCE NORTHEASTERLY ALONG A CURVE CONVEX SOUTHEASTERLY, AN ARC DISTANCE OF 180.12 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 613.12 FEET OF THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST V4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 33 FEET TAKEN FOR SOUTH KEDZIE AND EXCEPT FROM SAID TRACT THE SOUTH 291 1/2 FEET THEREOF) LYING SOUTH OF A LINE BEGINNING AT A POINT IN THE EAST LINE OF SAID QUARTER QUARTER SECTION, WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, RUNNING THENCE WEST PARALLEL TO AND 747.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 528.12 FEET. THENCE SOUTHWESTERLY TO A PINT WHICH IS 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER

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SECTION AND 698.67 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY WARRANTY DEED FROM FITZSIMONS STEEL AND IRON COMPANY, A CORPORATION OF ILLINOIS. TO WYCKOFF DRAWN STEEL COMPANY, A CORPORATION OF PENNSYLVANIA DATED FEBRUARY 1, 1928 AND RECORDED FEBRUARY 4, 1928 AS DOCUMENT 9917940. FOR RIGHT OF WAY OVER A STRIP OF LAND EXTENDING FROM THE WESTERLY BOUNDARY LINE OF PARCEL 3, TO THE LINE OF THE LAND OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD AND HAVING A WIDTH OF 17 FEET THROUGHOUT OVER THE PREMISES DESCRIBED AS FOLLOWS:

THAT PART LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE CHICAGO ILLINOIS WESTERN RAILROAD BY DEED DATED JULY 9, 1906 IN BOOK 9485, PAGE 55 AS DOCUMENT 3900240 AND EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO WYCKOFF DRAWN STEEL COMPANY BY DEED RECORDED FEBRUARY 4, 1928 AS DOCUMENT 9917940 (CONVEYED PARCEL 3) AND EXCEPT THAT PART, IF ANY, FALLING IN PARCELS 1 AND 5 IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE WEST 148.88 FEET OF THE EAST 762 FEET OF THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF

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THE CHICAGO RIVER (THE SAID CENTER LINE OF SAID WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 461 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 1112.20 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK A DISTANCE OF 74.36 FEET TO A POINT WHICH IS 486.99 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK A DISTANCE OF 100 FEET TO A POINT WHICH IS 538.04 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK, A DISTANCE OF 103 FEET TO A POINT WHICH IS 584.30 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK, A DISTANCE OF

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103 FEET TO A POINT WHICH IS 627.92 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK A DISTANCE OF 10.14 FEET TO A POINT WHICH IS 631.94 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 762 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK, A DISTANCE OF 89.86 FEET TO A POINT WHICH IS 667.54 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 69.48 FEET TO A POINT WHICH IS 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION AND 687.95 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 10.72 FEET TO A POINT WHICH IS 698.67 FEET NORTH FROM THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION) (EXCEPT FROM THE ABOVE DESCRIBED TRACT THE SOUTH 291.50 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 3200 SOUTH KEDZIE AVENUE, CHICAGO, IL 60623

Real Property Tax Identification 16-35-203-002-0000, 16-35-203-004-0000, &
16-35-203-008-0000

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EXHIBIT D

FORM OF AMENDED AND RESTATED AGREEMENT FOR THE ACQUISITION, SALE AND REDEVELOPMENT OF LAND ("RDA #2")

(Attached)

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EXHIBIT E

NARRATIVE DESCRIPTION OF PROJECT

The Developer shall do the following in relation to the Property, Developer Parcels, and Acquisition Parcels: (a) relocate Saint Anthony Hospital and uses and operations therein from its current location at 2875 West 19th Street, Chicago, IL 60623 (the "Current Saint Anthony Hospital") to the Project Parcels and develop a new 151 -bed Saint Anthony Hospital (the "New Saint Anthony Hospital") with uses and operations consistent with the Current Saint Anthony Hospital wherein the New Saint Anthony Hospital will comprise approximately 375,000 sq. ft.; (b) retain 1,000 jobs or cause the New Saint Anthony Hospital to retain 1,000 jobs at the New Saint Anthony Hospital; (c) create at least 20 permanent jobs or cause the New Saint Anthony Hospital to create at least 20 permanent jobs and (d) create 1,500 temporary construction jobs or cause the general contractor and/or subcontractors to create 1,500 temporary construction jobs.

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EXHIBIT F INSURANCE REQUIREMENTS

A. INSURANCE TO BE PROVIDED BY DEVELOPER

a) **Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work in connection with the Project, and Employers Liability coverage with limits of not less than $1,000,000 each accident, illness, or disease.

b) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance, or equivalent, with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured on a primary non-contributory basis under the Developer's and any contractor and subcontractor policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Developer's sole negligence or the additional insured's vicarious liability. Developer's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Developer must ensure that the City is an additional insured on insurance required from subcontractors.

c) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with the Project, the Developer must provide Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

When applicable, coverage extension must include a) an MC-90 endorsement where required by 'the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of hazardous, materials.

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d) **Professional Liability**

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with the Project, Professional Liability Insurance

covering acts, errors, or omissions must be maintained with limits of not less than $5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

c) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Project with limits of not less than $5,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

e) Property

The Developer is responsible for all loss or damage to personal property (including materials, equipment, tools, vehicles and supplies) owned, rented or used by Developer ("Personal Property").

B. INSURANCE TO BE PROVIDED BY CONTRACTORS

a) **Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work in connection with the Project, and Employers Liability coverage with limits of not less than $1,000,000 each accident, illness, or disease.

b) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance, or equivalent, with limits of not less than $10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured on a primary non-contributory basis under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy

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such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall

be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. The City must be named an additional insured on insurance required from contractors and subcontractors.

c) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with the Project, the Contractor and any subcontractor must provide Automobile Liability Insurance with limits of not less than $5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

When applicable, coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of hazardous, materials.

d) **Professional Liability**

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with the Project, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

e) **Contractors Pollution Liability**

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Project with limits of not less than $5,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

f) **Property.**
The contractors are responsible for all loss or damage to personal property (including materials, equipment, tools, vehicles and supplies) owned, rented or used by the contractors.

C. ADDITIONAL REQUIREMENTS

Developer must furnish, or cause its contractors or subcontractors to furnish, to the City of Chicago, Department of Planning and Development, 121 N. LaSalle, 10th Floor, Chicago, IL 60602 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The

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Developer must submit evidence of insurance on an Insurance Certificate Form prior to the execution of 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 in this Agreement. The failure of the City to obtain certificates or other insurance evidence from Developer (or its contractors or subcontractors as applicable) is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance and the nature of its use of the Property. Non-conforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to order Developer to cease all activities on the Property until proper evidence of insurance is provided, or the Agreement may be terminated.

Developer must provide prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within this Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Developer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require all subcontractors to provide the insurance required herein, or Developer may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

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Developer must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

If Developer, contractor, or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in this Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements in its sole discretion.

The City of Chicago is not responsible to provide insurance or security for the Property, or any vehicles, materials, equipment other personal property of Developer or any of its contractors, subcontractors or other agents related to or in connection with this Agreement and the Project.

EXHIBIT G FORM OF RECONVEYANCE DEED (Attached)

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SPECIAL WARRANTY DEED

(For Recorder's Use Only)

CHICAGO SOUTHWEST DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation ("Grantor"), having its offices at 2875 West 19th Street, Chicago, Illinois 60623, for and in consideration of $1.00, conveys and warrants to the CITY OF CHICAGO, an Illinois municipal corporation ("Grantee"), having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, the real property legally described and identified on Exhibit A attached hereto (the "Property"). Grantor acknowledges that it has executed and delivered this deed simultaneously with, and as a condition precedent to the initial conveyance of the Property to Grantor, and that the deposit of this reconveyance Special Warranty Deed, and, if necessary, its subsequent recording, is a condition established pursuant to the terms and conditions of that certain Amended and Restated Agreement For The Sale And Redevelopment Of Land by and
between the Grantor and Grantee, dated , 2017, and is a remedial right granted under
such agreement.

Dated this day of , 2017.

CHICAGO SOUTHWEST DEVELOPMENT CORPORATION, an Illinois not -for-profit corporation

By:
Name: Guy A. Medaglia
Its: President and Chief Executive Officer

By:
Name: Peter V. Fazio, Jr. Its: Chairman

State of Illinois, County of Cook, SS. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed and delivered the instrument as free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of , 2017.

Notary Public

State of Illinois, County of Cook, SS. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed and delivered the instrument as free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this day of , 2017.

Notary Public

[PREPARER,TAX BILL AND EXEMPTION INFORMATION APPEARS ON NEXT PAGE]

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MAIL DEED AND TAX BILLS TO: City of Chicago
Dept. of Planning and Development 121 N. LaSalle St., Room 1000 Chicago, Illinois 60602 Attn: Commissioner
THIS INSTRUMENT WAS PREPARED BY: Karen Bielarz, City of Chicago, Dept. Of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 (312)744-6910

THIS TRANSFER IS EXEMPT PURSUANT TO THE PROVISIONS OF THE REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(e) (actual consideration less than $100) AND SECTION 3-33-060.E OF THE MUNICIPAL CODE OF THE CITY OF CHICAGO (CHICAGO REAL PROPERTY TRANSFER TAX ORDINANCE) (transfer price less than $500)

EXHIBIT A

LEGAL DESCRIPTION
(Subject to Final Title and Survey)

THAT PART OF THE NORTHEAST % OF THE NORTHEAST % OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST $^{1}/_{4}$ OF THE NORTHEAST % OF SAID SECTION WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 528.12 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 30.00 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 99.85 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 627.97 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 34.89 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 43.88 FEET TO POINT; THENCE NORHT PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION A DISTNACE OF 35.37 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 32.15 FEE TO A POINT WHICH IS 848.02 FEET NORTH OF THE SOUTH LINE OF SIAD QUARTER QUARTER SECTION AND 704.00 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 10.19 FEET TO A POINT WHICH IS 858.02 FEET NORTH OF THE SOUTH LINE OF SAID UARTER QUARTER SECTION AND 705.28 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION,; THENCE NORTH, A DISTANCE OF 29.26 FEET TO A POINT WHICH IS 887.28 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 705.90 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH A DISTANCE OF 9.80 FEET TO A POINT WHICH IS 897.08 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 711.87 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 796.14 FEET, A DISTANCE OF 109.69 FEET TO A POINT WHICH IS 924.23 FEET NORTH

OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 818.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 106.35 FEET TO APOINT WHICH IS 957.60 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 919.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 54.12 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE NORTHEAST 7_4 OF SECTION 35 AND RUNNING THROUGH A POINT ON SAID NORTH LINE WHICH IS 974.06 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST %; THENCE NORTH ALONG SAID PERPENDICULAR LINE 242.32 FEET TO A LINE DRAWN 133.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST % OF SECTION 35; THENCE WEST ALONG SAID PARALLEL LINE 97.42 FEET TO A LINE DRAWN 57.00 FEET (BY RECTANGULAR MEASURE) EAST OF AND PARALLEL WITH THE EAST FACE OF AN EXISTING BUILDING; THENCE NORTH 0 DEGREES 13 MINUTES 01 SECONDS EAST ALONG SAID PARALLEL LINE 133.00 FEET TO THE NORTH LINE OF THE NORTHEAST % OF SECTION 35; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION; A DISTANCE OF 1071.98 FEET TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION; A DISTANCE OF 586.59 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTH 33 FEET AND THE EAST 33 FEET THEREOF, TAKEN FOR STREETS, EXCEPTING THEREFROM THE CORNER CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES ON FEBRUARY 25, 1974 AND RECORDED AS DOCUMENT NO. 22636686, SUBJECT HOWEVER, TO THE FOLLOWING: (A) PERPETUAL EASEMENT FOR A SANITARY DISTRICT OF CHICAGO SEWER BY GRANT RECORDED AS DOCUMENT NO. 10012620 AND BY GRANT RECORDED AS DOCUMENT NO. 10048604; AND (B) LICENSE TO AIR REDUCTION SALE COMPANY TO CONNECT WITH AND TO USE GRANTOR'S SEWER SYSTEM GRANTED IN INSTRUMENT RECORDED AS DOCUMENT NO. 12332291 AND DOCUMENT NO. 12332292.

AREA = 470,812.8 SQUARE FEET OR 10.80837 ACRES

COMMONLY KNOWN AS: 3100 South Kedzie Avenue, Chicago, Illinois (Southwest

corner of 31st Street and Kedzie Avenue) PERMANENT INDEX NO. 16-35-201-012-0000

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EXHIBIT B

AMENDED AND RESTATED REDEVELOPMENT AGREEMENT #2

(Attached)

AMENDED AND RESTATED AGREEMENT FOR THE

ACQUISITION, SALE AND REDEVELOPMENT OF LAND

This AMENDED AND RESTATED AGREEMENT FOR THE ACQUISITION, SALE AND REDEVELOPMENT OF LAND ("Agreement") is made on or as of the day of 2017, by and between the CITY OF CHICAGO, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and CHICAGO SOUTHWEST DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation ("Developer"), whose offices are located at 2875 W. 19th St., Chicago, IL 60623.

RECITALS

WHEREAS, the City is a home rule unit of government by virtue of the provisions of the Constitution.of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas and approve redevelopment plans, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, pursuant to Resolution No. 07-CDC-25 adopted on April 10, 2007, the Commission has heretofore approved the Little Village Industrial Corridor Redevelopment Plan and Project dated February 2007 (the "Redevelopment Plan") for the Little Village Industrial Corridor Redevelopment Project Area (the "Redevelopment Area"), which Redevelopment Plan includes, among other things, a map depicting parcels in the Redevelopment Area that the City

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may acquire in pursuing the public purpose and goals and objectives of the Redevelopment Plan;

WHEREAS, the stated goals and objectives of the Redevelopment Plan include, among other things, the public purpose of: (1) removing blighting influences in the Redevelopment Area through acquisition, including acquisition through eminent domain, and demolition, or through private and public rehabilitation; (2) providing for the orderly transition from outmoded to economically sustainable land development patterns; (3) encouraging redevelopment on parcels that are underutilized and vacant; (4) upgrading public infrastructure to better meet the needs of current and future employers; (5) encouraging private investment, including expansion of existing facilities, rehabilitation or replacement of deteriorated, dilapidated or obsolete facilities, and new development on underutilized land; (6) attracting sustainable, environmentally friendly industry and opportunities for local workers; (7) linking workforce development to employer needs; (8) supporting environmental remediation efforts to allow contaminated properties to be returned to productive use; and (9) assembling land located in the Redevelopment Area to achieve the goals and objectives ofthe Redevelopment Plan; and

WHEREAS, by ordinance adopted on June 13, 2007, and published in the Journal of Proceedings of the City Council ("Journal") for such date at pages 2532 through 2611, the City Council approved the Redevelopment Plan and granted acquisition authority for acquisition of parcels contained within the Redevelopment Area; and

WHEREAS, by ordinance adopted on June 13, 2007, and published in the Journal for such date at pages 2612 through 2619, the City Council approved an ordinance designating the Redevelopment Area as a tax increment allocation financing district; and

WHEREAS, by ordinance approved on June 13, 2007, and published in the Journal for such date at pages 2620 through 2626, the City Council adopted tax increment allocation financing for the Redevelopment Area; and

WHEREAS, the real property commonly known as 3200 S. Kedzie, 3230 W. 31st Street, and 3354 W. 31st Street, all in Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Acquisition Parcels"), is (i) located in the Redevelopment Area, (ii) one of the parcels depicted in the map contained in the Redevelopment Plan and (iii) one of the parcels the City may acquire in pursuing the purpose, goals and objectives ofthe Redevelopment Plan; and

WHEREAS, the City is the owner of one vacant parcel of property located at 3201-3345 West 31st Street and 3100-3150 South Kedzie Avenue, Chicago, Illinois, which is legally described on Exhibit B attached hereto (the "City Parcel"), and which property is located in the Redevelopment Area; and

WHEREAS, Developer is the owner of a vacant parcel of property located at 3244-3250 South Kedzie Avenue, Chicago, Illinois, which is legally described on Exhibit C attached hereto ("Developer Parcel"), and which property is located in the Redevelopment Area; and

WHEREAS, by Resolution No. 13-009-21, adopted by the Chicago Plan Commission of the City of Chicago ("CPC") on February 21, 2013, CPC recommended the sale of the City Parcel to the Developer; and

WHEREAS, by ordinance adopted on November 5, 2014 and published in the Journal for such date at pages 95720 through 95753, the City Council approved an ordinance ("City Parcel Sale Ordinance") authorizing the sale of the City Parcel by the City to Developer in accordance with the terms of an Agreement for the Sale and Redevelopment of Land ("RDA #1"); and

WHEREAS, the City Council, pursuant to an ordinance adopted on December 10, 2014, and published at pages 100444 through 100449 in the Journal of such date, has authorized the acquisition of the Acquisition Parcels through purchase or condemnation, including the use of quick-take proceedings for the purposes set forth in Division 74.2 and 74.3 of Article 2 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3), which include redevelopment of

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commercial or business areas to eradicate and eliminate commercial blight for redevelopment purposes, and

for the same purposes when established pursuant to home rule powers; and

WHEREAS, the City Council, pursuant to an ordinance adopted on January 21, 2015, and published at pages 101811 through 101865 in the Journal of such date ("Acquisition Ordinance"), authorized the acquisition of the Acquisition Parcels through a purchase agreement ("Purchase Agreement") or eminent domain proceedings, and a transfer of the Acquisition Parcels to Developer through an Agreement for the Acquisition, Sale and Redevelopment of Land ("RDA #2"); and

WHEREAS, by ordinance adopted on , 2017 and published in the Journal for such date at pages through , the City Council approved an ordinance authorizing (i) an amendment to RDA #1 (the "Amended RDA #1"), attached hereto as Exhibit D and made a part hereof; and (ii) this amendment to the RDA #2, thereby authorizing the acquisition of the Acquisition Parcels through a Purchase Agreement or eminent domain proceedings (including by means of quick-take proceedings), and a transfer of the Acquisition Parcels to Developer, subject to the terms of this Agreement; and

WHEREAS, Developer shall do the following in relation to the City Parcel, Acquisition Parcels and Developer Parcel (such City Parcel, Acquisition Parcels and Developer Parcel collectively, the "Project Parcels") in consideration of the Developer's fulfillment of its obligations under Amended RDA #1 and this Agreement and the requirements, obligations and conditions contained within Institutional Business Planned Development No. 1212 and any amendments thereto or a new planned development if a new planned development is necessary for Developer to complete the Project (as defined below): (a) relocate Saint Anthony Hospital and uses and operations therein from its current location at 2875 West 19th Street, Chicago, IL 60623 (the "Current Saint Anthony Hospital") to the Project Parcels and develop a new 151-bed Saint Anthony Hospital (the "New Saint Anthony Hospital") with uses and operations consistent with the Current Saint Anthony Hospital wherein the New Saint Anthony Hospital will comprise

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approximately 375,000 sq. ft.; (b) retain 1,000 jobs or cause the New Saint Anthony Hospital to retain 1,000 jobs at the New Saint Anthony Hospital; (c) create at least 20 permanent jobs or cause the New Saint Anthony

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Hospital to create at least 20 permanent jobs and (d) create 1,500 temporary construction jobs or cause the general contractor and/or subcontractors to create 1,500 temporary construction jobs, all as more fully described on Exhibit E attached hereto (the "Project"), and perform other redevelopment obligations as set forth in Amended RDA #1 and this Agreement; and

WHEREAS, the Project is consistent with the goals and objectives of the Redevelopment Plan; and

WHEREAS, the City will seek to negotiate the sale, purchase, and direct transfer of the Acquisition Parcels by and to the Developer through a negotiated purchase agreement ("Purchase Agreement") whereby the direct transfer of such Acquisition Parcels shall be conveyed directly to Developer with no transfer of title to the City, if possible, or, if such negotiated purchase agreement cannot be negotiated, then the City shall acquire the Acquisition Parcels through eminent domain proceedings for the benefit ofthe Developer; and

WHEREAS, the Developer shall: (1) accept the sale, purchase and direct transfer of title to the Acquisition Parcels by the City to the Developer through the Purchase Agreement, or accept the transfer of title to the Acquisition Parcels following the City's acquisition through eminent domain proceedings; and (2) pay any and all costs and expenses related to acquisition ofthe Acquisition Parcels under the terms of this Agreement; and

WHEREAS, the City will pay no costs related to acquisition, transfer or otherwise of the Acquisition Parcels; and

WHEREAS, the City may acquire and come into title to the Acquisition Parcels only after: (1) the City has made a good faith effort to acquire and directly transfer the Acquisition Parcels to the Developer through either the Purchase Agreement, or eminent domain proceedings, and all such efforts are unsuccessful; (2) the City and Developer enter into those

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certain environmental agreements as set forth in Section 3 of this Agreement; and (3) the Developer pays any and all costs and expenses related to the acquisition of the Acquisition Parcels under the terms of this Agreement.

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NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows: SECTION 1. INCORPORATION OF RECITALS AND EXHIBITS.

The recitals set forth above and the exhibits attached hereto 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 ofthe parties.

SECTION 2. ACQUISITION OF ACQUISITION PARCELS THROUGH PURCHASE AGREEMENT OR EMINENT DOMAIN PROCEEDINGS.

Subject to all of the terms, covenants and conditions of this Agreement, the City agrees to use reasonable efforts to negotiate the acquisition of the Acquisition Parcels through the Purchase Agreement, or acquire the Acquisition Parcels through eminent domain proceedings, and provide for the transfer of such Acquisition Parcels to Developer, in accordance with the terms of this Agreement, for the Project in furtherance of the public purposes and goals and objectives of the Redevelopment Plan. Such City obligation is subject to, among other things, Developer's obligation to reimburse the City for all Acquisition Costs, as itemized in Section 5.1, and any/all costs associated with any of the environmental agreements set forth in Section 3 herein.

In connection with the City's effort to negotiate the Purchase Agreement, the City shall: (1) submit a written offer ("Written Purchase Offer") to purchase the Acquisition Parcels to the owner ("Owner") of such parcels based on a written appraisal of the Acquisition Parcels with an effective date of valuation within six months of the date of the Written Purchase Offer; and (2) direct the transfer of title to the Acquisition Parcels from the Owner to the Developer.

If the Owner of the Acquisition Parcels agrees on a purchase price and is willing to sell the Acquisition

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Parcels through a purchase agreement and real estate closing, then the City shall request the Owner of the Acquisition Parcels to agree to a direct transfer of title to the Developer under said purchase agreement. If the Owner of the Acquisition Parcels agrees to a direct transfer to the Developer, then the Developer agrees to accept said direct transfer. If, however, the Owner of the Acquisition Parcels is unwilling or unable to agree to a direct transfer to the Developer, then the City agrees to proceed to close on said Purchase Agreement and subsequently transfer the Acquisition Parcels to the Developer under the terms of this Agreement, however, the conditions precedent to the City closing on said purchase agreement and taking title to the Acquisition Parcels is the City and Developer entering into an Environmental Indemnity Agreement pursuant to Section 3 (iv) of this Agreement.

If the Owner of the Acquisition Parcels is unwilling or unable to agree on a purchase price or enter into a purchase agreement within twenty-one (21) days after the date ofthe City's written offer, then the City shall file a condemnation complaint to acquire the Acquisition Parcels under the terms of this Agreement. Upon the City's acquisition of the Acquisition Parcels, the City shall transfer the Acquisition Parcels to the Developer under the terms of this Agreement, however, the conditions precedent to the City taking title to the Acquisition Parcels through condemnation proceedings is the City and Developer entering into an Environmental Indemnity Agreement pursuant to Section 3(iv) of this Agreement.

In the event of a condemnation proceeding, the City shall seek to acquire the Acquisition Parcels through quick-take proceedings if:

a) The Developer provides the City with written notification, as set forth in Section 24 below, to proceed with quick-take proceedings to acquire the Acquisition Parcels; or

b) The City obtains the Developer's written consent to proceed with quick-take proceedings to acquire the Acquisition Parcels.

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The Developer hereby consents to and waives any objections to the City's use of quick-take

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proceedings for purposes of acquiring the Acquisition Parcels provided the Developer issued a written notification or consent to proceed with acquisition of the Acquisition Parcels through quick-take proceedings. The conditions precedent to the City closing on taking title to the Acquisition Parcels either through a negotiated Purchase Agreement or eminent domain proceedings are set forth herein in Section 3 below.

SECTION 3. CONDITIONS PRECEDENT TO THE CITY'S ACQUISITION OF TITLE TO THE ACQUISITION PARCELS.

Developer, at its own cost, completed a Phase I environmental site assessment of the Acquisition Parcels in accordance with the requirements of the ASTM EI 527-13 standard ("Phase I Assessment"), noting any data gaps if site access is unavailable. Developer delivered to the City a copy of the Phase I Assessment. After the City has made a good faith effort to acquire and direct the transfer of the Acquisition Parcels to the Developer through either the Purchase Agreement, or eminent domain proceedings, and all such efforts are unsuccessful, the following are the conditions precedent to the City taking title to the Acquisition Parcels:

i) If acquisition does not occur within 179 days of the completion of the Phase I Assessment or any portion thereof, the City, on behalf of the Developer, shall refresh the Phase I Assessment report, and include the assessment of the City Parcel in Amended RDA #1, and Developer agrees to pay all costs and expenses of the Phase I Investigation as part ofthe Acquisition Costs;

ii) Developer, at its own cost, or the City, on behalf of the Developer and at the Developer's expense, shall perform a Phase II subsurface investigation ("Phase II Investigation") of the City Parcel and Acquisition Parcels. If the Phase II Investigation indicates potential off-site migration of environmental contamination from the City Parcel and/or the Acquisition Parcels onto adjacent property, as part of its Phase II Investigation and at its own cost, Developer shall delineate the extent of off-site

contamination. In the event Developer is unable to obtain off-site access for this purpose, Developer shall

delineate the extent of off-site migration of contamination using Tier 3 analysis. The scope of work the Phase II Investigation shall be subject to the review and approval of the City. Developer agrees to promptly deliver to the City a copy of the Phase II Investigation of the City Parcel and the Acquisition Parcels and any potential off -site migration of contaminants. In the event the Phase II Investigation occurs during the course of the condemnation proceedings, the City, on behalf of the Developer, shall perform the Phase II Investigation pursuant to Illinois Supreme Court Rules of Civil Procedure and as permitted by court order and Developer agrees to pay all costs and expenses including insurance costs of the Phase II Investigation for the City Parcel and the Acquisition Parcels as part of the Acquisition Costs; (iii) Developer shall provide the City with a letter (s) from the environmental firm(s) which completed the reports described in Sections 3(i) and (ii), authorizing the City to rely on such reports and, if necessary, the City shall provide the Developer with a letter(s) from the environmental firm(s) which completed the reports described in Sections 3(i) and 3(ii), authorizing the Developer to rely on such reports; and (iv) In the event the Phase II Investigation indicates the presence of hazardous substances, pesticides, or petroleum on the City Parcel and/or the Acquisition Parcels and/or off-site migration of hazardous substances, pesticides, or petroleum from the City Parcel and/or the Acquisition Parcels onto adjacent property, the Parties shall agree and enter into: (a) "Environmental Indemnity Agreement(s)" indemnifying the City from liability relating to such environmental contamination; (b) a scope of work for development of a cost estimate, including contingency, for remediation of the City Parcel and the Acquisition Parcels; (c) an "Environmental Remediation Agreement and Escrow" to remediate the City Parcel and the Acquisition Parcels and fund such costs; and (d) if applicable, an agreement pursuant to which Developer shall purchase environmental liability insurance for off-site

migration of contaminants from the City Parcel and/or the Acquisition Parcels, naming the

City as an additional insured. SECTION 4. SALE

AND PURCHASE PRICE.

4.1 Subject to the terms and conditions of this Agreement, the City agrees to: (a) negotiate the acquisition of the Acquisition Parcels through the Purchase Agreement whereby the transfer of such

Acquisition Parcels shall be conveyed directly to Developer with no transfer of title to the City, or (b) acquire the Acquisition Parcels through the Purchase Agreement or eminent domain proceedings for purposes of transferring the Acquisition Parcels to the Developer.

Subject to the terms and conditions of this Agreement, the Developer agrees to: (a)(i) purchase and accept the direct transfer of such Acquisition Parcels, or (ii) accept transfer of title to the Acquisition Parcels from the City, where the City is unsuccessful in its efforts to have the Acquisition Parcels directly transferred to the Developer; (b) pay for all Acquisition Costs incurred, due and owing but not yet paid and when otherwise due and payable, by the City in association with the acquisition of such Acquisition Parcels as itemized in Section 5.1, and said Acquisition Costs to be paid or deposited into a separate closing escrow at the Pre-Closing (pursuant to the terms set forth in Section 6.7 below); (c) accept the Acquisition Parcels in an "as-is" condition, including but not limited to the environmental condition ofthe Acquisition Parcels; and (d) indemnify and hold the City harmless from any and all liabilities, including environmental liabilities, associated with-the Acquisition Parcels, as more fully described in any of the environmental agreements set forth in Sections 3 and 21.3 herein.

SECTION 5. ACQUISITION COSTS/SOLE ORDER ESCROW.

5.1 Acquisition Costs. Developer hereby agrees to pay the following, which is not intended to be an exhaustive itemization of Acquisition Costs:

(a) any/all acquisition costs and expenses including but not limited to, all those amounts constituting the purchase price ("Purchase Price") of the Acquisition Parcels and any/all associated closing costs, fees, and expenses of the City,

inclusive of any and all transfer of title to Developer costs, fees and expenses, as set forth in any negotiated Purchase Agreement between the City and the Owner of the Acquisition Parcels;

b) any/all court costs, fees and expenses, and litigation, discovery and trial expenses in relation to any eminent domain proceedings instituted to acquire the Acquisition Parcels, and other legal proceeding, if

any, related to the acquisition of the Acquisition Parcels;

c) any/all amounts determined to be preliminary just compensation ("Preliminary Just Compensation") pursuant to any preliminary just compensation order or agreed order entered in any eminent domain proceeding instituted to acquire the Acquisition Parcels ("Preliminary Just Compensation Order"), including court costs, fees and expenses, and trial expenses;

d) any/all amounts determined to be final just compensation ("Final Just Compensation") pursuant to any judgment or agreed order entered in any eminent domain proceeding instituted to acquire the Acquisition Parcels ("Final Just Compensation Order"), including interest as established by statute, court order or jury verdict, court costs, fees and expenses, and trial expenses;

e) any/all attorneys' fees and costs for outside legal counsel retained by the City to effect the acquisition contemplated by this Agreement (whether through a Purchase Agreement, eminent domain proceeding, or transfer of title to the Acquisition Parcels from the City to the Developer). The City shall consult with the Developer with respect to the City's selection of outside legal counsel, which selection shall be in the City's sole discretion; provided, however, the City shall use reasonable efforts to determine that the City's

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selection of outside legal counsel will not result in such outside legal counsel having a conflict of interest with the Developer;

f) any/all costs of all environmental reports, including Phase I and Phase II reports, studies, or tests undertaken on the Acquisition Parcels (whether undertaken by the City or as requested by Developer) and the City Parcel, remediation cost estimates and as same may be set forth in any of the environmental agreements or discovery requests during the course of the condemnation proceedings set forth in Section 3 herein;

g) any/all costs and expenses for all environmental remediation of the Acquisition Parcels and the City Parcel, including costs and expenses associated with enrolling the Acquisition Parcels and the City Parcel

in the State of Illinois' Site Remediation Program (the "SRP Program") through the issuance of a final No Further Remediation Letter, as same may be set forth in any of the environmental agreements set forth in Section 3 herein;

h) any/all costs and expenses for title commitments and title policies, and/or curing title exceptions, in relation to'the acquisition of the Acquisition Parcels through the Purchase Agreement, eminent domain proceedings, or transfer of title to the Acquisition Parcels from the City to the Developer;

(i) any/all costs and expenses to clear any taxes, assessments, fines,

or liens in relation to the acquisition of the Acquisition Parcels through the

Purchase Agreement, eminent domain proceedings, or transfer of title to the

Acquisition Parcels from the City to the Developer;

(j) any/all costs for surveys in relation to the acquisition of the Acquisition Parcels through the Purchase Agreement, eminent domain

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proceedings, or transfer of title to the Acquisition Parcels from the City to the Developer;

(k) any/all costs for appraisal reports and fees for appraisers in relation to the acquisition of the Acquisition Parcels through the Purchase Agreement, eminent domain proceedings, or transfer of title to the Acquisition Parcels from the City to the Developer;

(I) any/all costs for non-appraisal expert reports and fees for experts and/or consultants in relation to the acquisition of the Acquisition Parcels through the Purchase Agreement, eminent domain proceedings, or transfer of title to the Acquisition Parcels from the City to the Developer;

(m) any/all statutory and court-awarded abandonment costs, including

attorneys' fees for Owner's counsel resulting from the abandonment of any eminent domain proceeding filed by the City to acquire the Acquisition Parcels, including but not limited to, Developer not purchasing the

Acquisition Parcels as permitted in Sections 6.2, 6.5 and 6.6 below, or as a result of any default under this Agreement by Developer;

(n) any/all costs and expenses to relocate existing tenants or occupants of the Acquisition Parcels or otherwise payable to such tenants or occupants, including but not limited to those costs and expenses required under 735 ILCS 30/10-5-62;

(o) any/all Pre-Closing and Acquisition Closing (as such terms are defined in Section 6.7 below) escrow fees and title charges;

(p) any/all other acquisition costs incurred by the City in performing its obligations under this Agreement, including, without limitation, with respect to an

acquisition of the Acquisition Parcels that is ultimately abandoned or terminated by Developer or the City pursuant to a right granted hereunder; and

(q) any/all costs incurred by the City in effectuating a reconveyance of the City Parcel.

The acquisition costs described in this Section 5.1(a)-(g) shall hereinafter be referred to individually as an "Acquisition Cost", and collectively as the "Acquisition Costs."

If Developer and the City proceed to a Pre-Closing, as set forth in Section 6.7, on the Acquisition Parcels, DPD shall use reasonable efforts to deliver to Developer a statement of all Acquisition Costs owed by Developer as to the Acquisition Parcels within ten (10) days prior to such Pre-Closing.

5.2 Sole Order Escrow. To secure Developer's obligation to pay for Acquisition Costs, and any/all costs associated with any of the environmental agreements set forth in Section 3, on July 30, 2015, Developer opened an escrow account with Greater Illinois Title Insurance Company ("Title Company"), Escrow Account Number 40008609E, and entered into a sole order escrow agreement ("Sole Order Escrow") with the Title Company for the sole benefit of the City ("Sole Order Escrow Agreement"), attached hereto as Exhibit F and made a part hereof.

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(a) Terms of Escrow Deposits, Except After Acquisition Through Quick-Take Proceedings. Developer shall deposit in said escrow as follows: 130% of the compensation offered to the Owner of the Acquisition Parcels in the City's Written Purchase Offer, or Three Million Five Hundred Thousand and no/100 Dollars ($3,500,000), whichever amount is greater (the greater of these two amounts, the "Minimum Acguisition Costs Amount"). The Sole Order Escrow Agreement shall provide that the City shall be entitled to direct at any time the Title Company to release funds held in the Sole Order Escrow, payable at the direction of the City for any incurred, and/or

contractually committed, and/or reasonably foreseeable Acquisition Cost as determined by the City.

Developer shall maintain a Sole Order Escrow balance in the sum of the Minimum Acquisition Costs Amount. To satisfy this obligation, within seven (7) days of Developer's receipt of written notice from the City that the Sole Order Escrow balance is below the Minimum Acquisition Costs Amount, Developer shall deposit in said Sole Order Escrow a dollar amount sufficient to cause the balance of the Sole Order Escrow to equal the Minimum Acquisition Costs Amount. The Developer's failure to maintain the Minimum Acquisition Cost Amount in the Sole Order Escrow constitutes an Event of Default under Section 18.4.

Terms of Deposit If Acquisition Occurs Through Quick-Take Proceedings. In accordance with the terms and conditions set forth in Section 6.6(b) and following acquisition of the Acquisition Parcels pursuant to quick-take proceedings, Developer shall (i) deposit and maintain in the Sole Order Escrow an amount of money equal to the highest appraisal value of the Acquisition Parcels disclosed by defendants in the condemnation action less the amount of Preliminary Just Compensation (the "Minimum Post-Quick Take Acguisition Costs Amount"). To satisfy the obligation to maintain a Minimum Post-Quick Take Acquisition Costs Amount, within seven (7) days of Developer's receipt of written notice from the City that the Sole Order Escrow balance is below the Minimum Post-Quick Take Acquisition Costs Amount, Developer shall deposit in said Sole Order Escrow a dollar amount

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sufficient to cause the balance of the Sole Order Escrow to equal the Minimum Post-Quick Take Acquisition Costs Amount. In the event defendants have not disclosed their appraised value of the Acquisition

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Parcels at the time of acquisition of the Acquisition Parcels pursuant quick-take proceedings, Developer, until further notice from the City as provided for above, shall deposit in accordance with the terms and conditions set forth in Section 6.6(b) and maintain a balance in the Sole Order Escrow equal to the amount of the Minimum Acquisition Costs plus Three Million and no/100 Dollars ($3,000,000) less the amount of Preliminary Just Compensation. The Developer's failure to satisfy its obligations in this subsection (b) constitutes an Event of Default under Section 18.4.

3 The City may direct the Title Company to release funds held in the Sole Order Escrow to pay Acquisition Costs for the Acquisition Parcels, including, without limitation, any abandonment costs, itemized in Section 5.1 at the Pre-Closing (as defined in Section 6.7 below) or when otherwise due and payable. Upon (i) the later date of: (x) the conveyance of a deed to Developer for the Acquisition Parcels or (y) the conclusion of the condemnation action, and after payment of any and all Acquisition Costs to the City in full; or (ii) Developer's election not to proceed to acquire the Acquisition Parcels as permitted hereunder and after payment of any and all Acquisition Costs to the City in full, which shall include all abandonment costs and expenses, the Sole Order Escrow or any excess funds, if any, from such Sole Order Escrow shall be returned to Developer and the City shall immediately direct the Title Company to release such excess funds held in the Sole Order Escrow.

4 **The City has only agreed to direct the sale and transfer of the Acquisition Parcels to Developer, or acquire the Acquisition Costs through eminent domain proceedings, because Developer (i) has agreed to execute this Agreement and comply with its terms and conditions herein; and (ii) has agreed to comply with the terms and conditions ofthe Amended RDA #1. SECTION 6. CONVEYANCE OF THE ACQUISITION PARCELS.**

6.1 Form of Deed. Without limiting the generality of the quitclaim nature of the deed, the City shall

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direct the Owner of the Acquisition Parcels to convey the Acquisition Parcels in

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their "as is," "where is" and "with all faults" condition to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and the following (collectively, the "Permitted Exceptions"):

(a) the standard exceptions in an ALTA title insurance policy;

b) general real estate taxes and any special assessments or other taxes;

c) all easements, encroachments, covenants and restrictions of record and not shown of record that will not adversely affect the use and insurability of the Acquisition Parcels for the development of the Project;

d) such other title defects as may exist; and

(e) any and all exceptions caused by the acts of the Developer or its agents.

6.2 Title Commitment and Insurance.

Prior to the City's mailing of the Written Purchase Offer Letter, the City, at Developer's expense, shall obtain and promptly deliver to the Developer a commitment for an owner's policy of title insurance from the Title Company for the Acquisition Parcels. Within thirty (30) days following the City's mailing of the Written Purchase Offer Letter, Developer shall provide written notice to the City listing any title defects that Developer deems unpermitted exceptions. The City shall seek to include a provision obligating the Owner to cure such unpermitted exceptions, including, without limitation, to pay all general real estate taxes due and payable as of the Acquisition Closing date and to obtain a credit for any such taxes accrued but not yet payable on the Acquisition Parcels as of the Acquisition Closing date. If the Owner will not agree to such a provision and the unpermitted exceptions cannot be cured through a condemnation proceeding, then the City shall notify Developer and Developer may elect to direct the City to cease acquisition efforts with respect to the Acquisition Parcels. Developer shall have fifteen (15) days from the date the Developer receives notice of the Owner's refusal to cure to notify the City that it desires to exercise such termination right, in which event this Agreement shall be

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null and void, upon Developer's payment of all Acquisition Costs through the City's direction to the Title Company for a release of any and all such Acquisition Costs, and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder, except as such duties and obligations involve any statutory and court-awarded abandonment costs, including attorneys' fees for Owner's counsel resulting from the abandonment of any eminent domain proceeding filed by the City to acquire the Acquisition Parcels, all as set forth herein. If Developer does not so elect, the unpermitted exceptions shall be deemed permitted exceptions for purposes of this Agreement and the parties shall proceed to the Pre-Closing and Acquisition Closing (as such terms are defined in Section 6.7 below). Developer shall be responsible for all taxes payable after such date (whether accrued and attributable to the time period before the Acquisition Closing or after). Developer shall be responsible for obtaining any Board of Underground or utility letters or other documents needed to obtain extended coverage. Developer shall be solely responsible for and shall pay all costs associated with updating the title commitment, and obtaining title insurance, extended coverage or any other endorsements it deems necessary.

If such unpermitted exceptions referenced in this Section 6.2 of this Agreement can be cured through a condemnation proceeding, then the City shall attempt to enter into a settlement agreement with the Owner of the Acquisition Parcels before the City files a condemnation complaint where the filing of the complaint would be done for the purpose of curing the unpermitted exceptions. The settlement agreement shall provide for: (i) the amount of just compensation to be paid for the acquisition of the Acquisition Parcels and set amount shall be equal to the Purchase Price set forth in any negotiated Purchase Agreement between the City and the Owner of the Acquisition Parcels; (ii) the Owner to agree to the City filing a condemnation complaint and taking steps to cure the title defects and/or unpermitted exceptions through the condemnation proceeding and (iii) the Owner to agree to the City obtaining a final judgment order in the amount ofthe Purchase Price.

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If such unpermitted exceptions referenced in this Section 6.2 of this Agreement can be cured through a condemnation proceeding, but the Owner ofthe Acquisition Parcels is unwilling or unable to enter into a settlement agreement before the filing of a condemnation complaint, then the City shall notify Developer and Developer may elect to direct the City to either (a) cease acquisition efforts with respect to the Acquisition Parcels, in which event the Developer shall be liable for all Acquisition Costs or (b) proceed with a condemnation proceeding to cure or cause to be cured the unpermitted exceptions and acquire the Acquisition Parcels. Developer shall have fifteen (15) days from the date the Developer receives notice of the Owner's refusal to enter into a settlement agreement pursuant to this paragraph to notify the City of Developer's election.

3 Survey. Developer shall be solely responsible for and shall pay all costs associated with obtaining any survey it deems necessary.

4 Environmental Testing. Except as otherwise provided herein, Developer shall be solely responsible for and shall pay all costs and expenses associated with obtaining any environmental reports, including but not limited to, any and all reports associated with Sections 3, 5.1(f) and (g), and 21 herein.

5 Due Diligence Period. The City, in negotiating a Purchase Agreement, shall seek to include a "free look" due diligence period of at least forty-five (45) days for purposes of allowing the City and Developer to obtain and review the title, survey and environmental due diligence materials described herein, including but not limited to any materials associated with Section 3, and for Developer to exercise its termination rights as set forth above prior to the expiration of such due diligence period.

6 Notice of Acguisition Closing. The City shall give notice to Developer (an "Acguisition Notice") upon the execution of a Purchase Agreement or the entry of any court order for the acquisition of the Acquisition Parcels within fifteen (15) days of such Purchase Agreement execution or entered court order.

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Acquisition Through Purchase Agreement Or Condemnation Without Quick-Take Of Acguisition Parcels. If the amount to be paid to the Owner of the Acquisition Parcels under a Purchase Agreement or Final Just

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Compensation Order equals or is less than 130% of the amount in the Written Purchase Offer to said Owner (such 130% amount, the "Preapproved Price"), the parties shall proceed to the Pre-Closing and the Acquisition Closing (as such terms are defined in Section 6.7 below), unless, Developer or the City thereafter terminates this Agreement pursuant to a termination right granted under this Agreement. If the amount payable under the Purchase Agreement exceeds such Preapproved Price, Developer shall have ten (10) days from the receipt of the Acquisition Notice to notify the City whether to proceed with the acquisition or to terminate such acquisition efforts as to the Acquisition Parcels. If Developer elects to terminate such acquisition efforts, Developer shall pay all (a) Acquisition Costs incurred to date and (b) all Acquisition Costs which may become due and owing after the Developer elects to terminate such acquisition efforts, and the City shall terminate such acquisition efforts. In all circumstances arising from eminent domain proceedings except acquisition of the Acquisition Parcels through quick-take proceedings, if the amount payable pursuant to a Final Just Compensation Order exceeds such Preapproved Price, Developer shall have ten (10) days from receipt of the Acquisition Notice to notify the City whether to proceed with the depositing of funds pursuant to such Final Just Compensation Order or to move for a vacation of such Final Just Compensation Order. If Developer elects to move to vacate such Final Just Compensation Order, Developer shall pay all statutory and

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abandonment costs, and all other Acquisition Costs, and the City shall have the right to direct the Title Company to release any and all such Acquisition Costs'^ including the statutory and abandonment costs. If Developer does not exercise the termination and vacation rights granted in this Section 6.6, Developer shall within no later than twelve (12) days after receipt of the Acquisition Notice deposit into the Sole Order Escrow sufficient funds to provide the City with an increase in the Sole Order Escrow to pay all Acquisition Costs at the Pre-Closing. The election by Developer not to pursue the purchase of the Acquisition Parcels (i) where the amount to be paid exceeds the Preapproved Price, or (ii) pursuant to Developer's title, survey and environmental approval rights under Sections 3, 6.2, 6.5 and 21.1(b) herein shall not constitute a default under the terms of this Agreement, but shall still obligate Developer to pay all Acquisition Costs for such acquisition effort. If Developer elects not to purchase the Acquisition Parcels for a reason described in clause (i) or clause

(ii) in the preceding sentence, this Agreement shall automatically terminate as to the Acquisition Parcels not purchased upon the full payment by Developer of any and all Acquisition Costs attributable to such Acquisition Parcels. Developer must proceed to the Pre-Closing and the Acquisition Closing on the Acquisition Parcels unless Developer terminates this Agreement for a reason described in clause (i) or clause (ii) of this paragraph. Acquisition Through Quick-Take Condemnation Proceedings. Developer shall have ten (10) days from the receipt ofthe Acquisition Notice to notify the City whether to proceed with the acquisition through quick-take or to terminate all acquisition efforts as to the Acquisition Parcels.

If Developer elects to proceed with acquisition through quick-take, Developer shall pay all (a) Preliminary Just Compensation, (b) Final Just Compensation and (c) all other Acquisition Costs associated with the City's acquisition-related efforts. Developer waives and releases any rights it may have possessed to terminate the acquisition and this Agreement upon authorizing the City to proceed with acquisition after receipt of the Acquisition Notice. If the Developer does not exercise the termination and vacation rights granted in Section 6.6(b)(ii), Developer shall within no later than twelve (12) days after receipt of the Acquisition Notice deposit in the Sole Order Escrow sufficient funds to pay the amount of Preliminary Just Compensation, all Acquisition Costs incurred to date, and the Minimum Post-Quick Take Acquisition Costs Amount as set forth in Section 5.2 (b).

If Developer elects to terminate its acquisition efforts, Developer shall pay all (a) Acquisition Costs incurred to date and (b) all Acquisition Costs which may become due and owing after the Developer elects to terminate all acquisition efforts, and the City shall terminate such acquisition efforts. The election by Developer not to pursue the purchase of the Acquisition Parcels pursuant to the rights provided for in this subsection shall not constitute a default under the terms of this Agreement, but shall still obligate Developer to pay all Acquisition Costs for such

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acquisition effort. If Developer elects not to purchase the Acquisition Parcels through a quick-take proceeding, this Agreement shall automatically terminate as to the Acquisition Parcels not purchased upon the full payment by Developer of any and all Acquisition Costs attributable to such Acquisition Parcels, (iii) Developer must proceed to the Pre-Closing and the Acquisition Closing on the Acquisition Parcels unless Developer terminates this Agreement as provided for in this clause (b) of this Section 6.6. 6.7 The Pre-Closing and the Acquisition Closing. To close on acquisition of the Acquisition Parcels consummated through the Purchase Agreement or court order, the City and Developer shall attend a pre-closing ("Pre-Closing") at the offices of the Title Company. The purpose of the Pre-Closing shall be to assure that the City has the necessary funds and closing deliveries that it needs to direct the consummation of the acquisition transaction with the Owner of the Acquisition Parcels transferring such parcels to the Developer, or through the eminent domain proceeding (such closing, the "Acquisition Closing"). At the Pre-Closing, the parties shall enter into an escrow agreement (the "Closing Escrow Agreement") in a mutually agreeable form providing for, among other things, the following deposits (unless the City, at its sole discretion, agrees to accept such deposits outside of such Closing Escrow Agreement): (a) Developer Deposits:

i) Funds in the amount of the Acquisition Costs (unless the City directs the Title Company to release funds from the Sole Order Escrow to fund such amount);

ii) a copy of Developer's articles of organization certified by the Secretary of State;

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iii) a copy of Developer's then current operating agreement;

iv) a then current certificate of good standing;

v) resolutions or consents authorizing Developer's acquisition and payment of the Acquisition Costs;

vi) evidence of insurance for the Acquisition Parcels reasonably acceptable to the City, naming the City as an additional insured on a primary, non-contributory basis on any liability policies, including any environmental liability policies, and

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as a loss payee on any property policies (subject to the prior rights of any first mortgage);

vii) due diligence searches in Developer's name (UCC, State and federal tax lien, pending litigation and judgment for Cook County and the Northern District of Illinois, and bankruptcy searches for Cook County and the U. S. Bankruptcy Courts);

viii) ALTA Statements, if required by the title company; and

(ix) such other documents as the City may reasonably require.

Developer Deposits (ii), (iii), (iv), (v), (vii) and (viii) shall be required for the initial Pre-Closing and, upon the City's request, for any subsequent Pre-Closing occurring six (6) months after the initial Pre-Closing. Developer Deposits (i), (vi) and (ix) shall be required for each Pre-Closing.

b) City Deposits:

(i) Copy of the Preliminary Just Compensation Order, Final Just Compensation Order and/or Purchase Agreement, as applicable.

c) Joint Deposits:

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(i) Such other documents as may be required under the terms of this Agreement, any applicable court order or Purchase Agreement to direct the consummation ofthe Developer's acquisition of the Acquisition Parcels.

If the Acquisition Parcels are being acquired pursuant to a court order, the Closing Escrow Agreement shall direct the Escrowee, within five (5) days after the Pre-Closing, to deposit such portion of the Acquisition

Costs with the Cook County Treasurer as may be required pursuant to the terms of the court order and to then record the court order, which payment and recordation shall constitute the Acquisition Closing.

If the Acquisition Parcels are being acquired pursuant to a Purchase Agreement, the City shall set up a closing with the Owner for the direct transfer of the Acquisition Parcels to the Developer at the Title Company within ten (10) days after the Pre-Closing. Concurrently with the payment of the amount due to said Owner per the terms of the Purchase Agreement, the Escrowee shall be directed to record the Owner's Deed to the Developer, which recordation shall constitute the Acquisition Closing.

In all circumstances except acquisition of the Acquisition Parcels through quick-take proceedings, any excess amounts left in closing escrow ("Closing Escrow") shall be paid to Developer after the payment in full of all of the Acquisition Costs. All Closing Escrow, insurance and recording fees shall be paid by Developer. In circumstances involving acquisition of the Acquisition Parcels through quick-take proceedings, any excess amounts left in Closing Escrow after the payment in full of all of the Acquisition Costs for the Acquisition Closing shall be paid to the Sole Order Escrow and applied toward Developer's obligations in Sections 5.1 and 5.2(b).

6.8 Failure to Close. In addition to constituting an Event of Default under Section 18.4 below, failure by Developer to make those deposits required under Section 6.7(a) above with respect to any of the Acquisition Parcels shall obligate Developer to pay Acquisition Costs as per Section 5 above, including reasonable attorneys' fees for outside counsel hired on

behalf of the City and costs incurred, or due and owing but not yet payable, on behalf of the City associated with the acquisition and abandonment of such Acquisition Parcels.

6.9 Conveyance Closing. The City will direct the transfer of the title to the Acquisition Parcels directly to Developer through the Purchase Agreement, if possible, or through a transfer of the Acquisition Parcels from the City to the Developer, where the City accepted and holds title to the Acquisition Parcels (the

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"Conveyance Closing").

The parties shall enter into an escrow agreement ("Conveyance Escrow Agreement") in a mutually agreeable form providing for, among other things, the following deposits (unless the City, in its sole discretion, agrees to accept such deposits outside of such escrow), in order to consummate such Conveyance Closing:

a) Developer Deposits:

(i) Such documents as the City may reasonably require.

b) City Deposits:

i) The Deed, or

ii) Court order vesting title.

c) Joint Deposits:

i) Closing Statement;

ii) transfer tax declarations; and

iii) full payment water certificate.

10 Closing Costs. Developer shall pay all closing costs, Acquisition Costs, Conveyance Escrow Agreement fees and recording charges associated with the Conveyance Closing.

11 Post-Closing In the Event of Quick-Take Acguisition. In the event of acquisition ofthe Acquisition Parcels through quick-take proceedings, the City and Developer shall attend a post-closing ("Post-Closing") at the offices of the Title Company. The purpose of the Post-

Closing shall be to assure that the City has the necessary funds and closing deliveries that it needs to deposit the Final Just Compensation. At the Post-Closing, the parties shall enter into an escrow agreement (the "Post-Closing Escrow Agreement") in a mutually agreeable form providing for, among other things, the following deposits (unless the City, at its sole discretion, agrees to accept such deposits outside of such Closing Escrow Agreement):

a) Developer Deposits:

i) Funds in the amount of the Acquisition Costs (unless the City directs the Title Company to release funds from the Sole Order Escrow to fund such amount); and

ii) such other documents as the City may reasonably require.

b) City Deposits:

(i)Copy of the Final Just Compensation Order.

c) Joint Deposits:

(i) Such other documents as may be required under the terms of this Agreement or any applicable court order. The Post-Closing Escrow Agreement shall direct the Escrowee, within five (5) days after the Post-Closing, to deposit such portion of the Acquisition Costs with the Cook County Treasurer as may be required pursuant to the terms of the court order and to then record the court order.

6.12 Failure To Close At Post-Closing. In addition to constituting an Event of Default under Section 18.4 below, failure by Developer to make those deposits required under Section 6.11 above with respect to any of the Acquisition Parcels shall obligate Developer to pay Acquisition Costs as per Section 5 above, including reasonable attorneys' fees for outside counsel hired on behalf of the City and costs incurred, due and owing but not yet payable and when otherwise due and payable, on behalf of the City associated with the acquisition of such Acquisition Parcels.

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SECTION 7. CLOSING.

The closings of the transactions contemplated by this Agreement (collectively referred to as the "Closings") shall take place at the Title Company to the extent possible. If the Acquisition Parcels are being acquired pursuant to a court order, the Closings shall occur in a timely manner to ensure satisfaction of the court-ordered deadlines for deposits of Preliminary Just Compensation and/or Final Just Compensation.

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SECTION 8. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.

The obligations of the City under this Agreement are contingent upon each of the following:

1 The City's direction for the transfer of the title to the Acquisition Parcels to Developer.

2 Insurance. The Developer shall have delivered to the City evidence of insurance as such required insurance is set forth on Exhibit F, attached hereto and made a part hereof. The City shall be named as an additional insured on all liability insurance policies, with endorsements, and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date, Outside Closing Date, or Extended Outside Closing Date, whichever date becomes applicable, through the date the City issues the Certificate of Completion (as defined in Section 13 in the Amended RDA #1). With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

3 Due Diligence. The Developer shall have delivered to the City due diligence searches in the name of the Developer (UCC liens, state and federal tax liens, pending suits and judgments in Cook County and the U.S. District Court for the Northern District of Illinois,

and bankruptcy), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

8.4 Organization and Authority Documents. The Developer shall have delivered to the City the Developer's articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the by-laws of the Developer, as certified by the secretary of the Developer; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30)

days prior to the Acquisition Closing date; and such other corporate authority and organizational documents as the City may reasonably request.

8.5 Representations and Warranties. On the date of each of the Closings contemplated in this Agreement, each of the representations and warranties of the Developer in this Agreement shall be true and correct.

8.6 Other Obligations. On the date of each of the Closings contemplated in this Agreement, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement. If any of the conditions in this Section 8 have not been satisfied to the City's reasonable satisfaction within the time periods provided for herein, or waived by DPD in writing, the City may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period and this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right. SECTION 9. CONSTRUCTION REQUIREMENTS.

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Developer shall construct the Project on the Project Parcels in accordance with Section 10 of Amended RDA #1.

SECTION 10. MBE/WBE COMPLIANCE PLAN.

The Developer and the Developer's general contractor, and all major subcontractors shall meet with staff from DPD regarding compliance with the MBE/WBE, City residency hiring, prevailing wage and other requirements set forth in Section 23 of Amended RDA #1, and at least seven (7) days prior to the Closing Date, Outside Closing Date or Extended Outside Closing Date (as these terms are defined in Amended RDA #1), the City shall have approved the Developer's compliance plan in accordance

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with Section 23.4 of Amended RDA #1. SECTION 11. COMMENCEMENT AND COMPLETION OF PROJECT

Developer shall commence and complete the Project on the Project Parcels in accordance with Section 12 of Amended RDA#1. SECTION 12. RESTRICTIONS ON USE.

The Developer agrees that it:

1 Shall devote the City Parcel and Acquisition Parcels solely to the Project described in this Agreement, and in particular, for the development of the New Saint Anthony Hospital described in this Agreement, and for uses that comply with the Redevelopment Plan until the Redevelopment Plan expires on December 31, 2031.

2 Shall retain 1,000 jobs, or cause tenant, the New Saint Anthony Hospital, to retain 1,000 jobs at the New Saint Anthony Hospital; create at least 20 permanent jobs or cause tenant the New Saint Anthony Hospital to create at least 20 permanent jobs (each such permanent full-time equivalent job is hereby defined as 35 hours of employment per week with full benefits) at the City Parcel and Acquisition Parcels. This covenant shall expire ten (10) years after the date of issuance of the Certificate of Completion.

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3 Shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the use or occupancy of the City Parcel and Acquisition Parcels or any part thereof or the Project or any part thereof.

4 Shall in no instance use the City Parcel and Acquisition Parcels for any inherently religious activities, such as worship, religious instruction, or proselytization. Notwithstanding the foregoing, the New Saint Anthony Hospital may use the City Parcel and Acquisition Parcels consistent with all allowed uses pursuant to the Institutional Business Planned Development No. 1212, and any amendment thereto or a new planned development if a new planned development is necessary for the Developer to complete the Project.

SECTION 13. PROHIBITION AGAINST SALE OR TRANSFER OF ACQUISITION PARCELS.

Prior to the issuance of the Certificate of Completion for the Project pursuant to Amended RDA #1, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell, transfer or otherwise dispose of the Acquisition Parcels or any part thereof or any interest therein or the Developer's controlling interests therein (including without limitation, a transfer by assignment of any beneficial interest under a land trust); or (b) directly or indirectly assign this Agreement. The Developer acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity

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of all limited partners to the City at the time such limited partners obtain an interest in the Developer. The provisions of this Section 13 shall not prohibit the Developer from transferring or conveying the Acquisition Parcels to an Illinois land trust of which the Developer is the sole beneficiary.

SECTION 14. LIMITATION UPON ENCUMBRANCE OF CITY PARCEL AND ACQUISITION PARCELS.

Prior to the issuance of the Certificate of Completion pursuant to Amended RDA #1, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the City Parcel and Acquisition Parcels, except for any mortgage approved pursuant to Section 9.3 of Amended RDA #1.

SECTION 15. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

Notwithstanding any other provision of this Agreement or of the deed, the holder of any mortgage authorized by this Agreement or Amended RDA #1 (or any affiliate of such holder) shall not

itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 of Amended RDA #1 and shall, prior to recording any mortgage approved pursuant to Section 9.3 of Amended RDA #1, execute and record a Subordination Agreement (as defined in Section 9.9 of Amended RDA #1). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Project Parcels, or any portion thereof, prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Project Parcels to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18 of Amended RDA #1. SECTION 16. SUBORDINATION AGREEMENT.

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Prior to recording any mortgage approved pursuant to Section 9.3 of Amended RDA #1, the Developer shall, at the City's request, deliver to the City a subordination agreement in which the construction lender for the Project agrees to subordinate the lien of its mortgage to the covenants running with the land under Section 18 of Amended RDA #1, or such other subordination assurance as the Corporation Counsel shall deem acceptable. SECTION 17. COVENANTS RUNNING WITH THE LAND.

The parties agree that the covenants provided in Amended RDA #1 at Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property), Section 16 (Limitation Upon Encumbrance of Property), and the covenants provided in this Agreement, specifically Section 8 (Conditions To The City's Obligation To Close), Section 10 (MBE/WBE Compliance Plan), Section 11 (Commencement And Completion of Project), Section 12 (Restrictions on Use), and Section 13 (Prohibition Against Sale or Transfer of Acquisition Parcels) will be covenants running with the City Parcel and Acquisition Parcels, binding on the Developer and its successors and assigns (subject to the

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limitation set forth in Section 17 of Amended RDA #1 as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Amended RDA #1 at Section 12, Section 15 and Section 16, and the covenants in this Agreement at Sections 8, 10, 11, 13 and 14 shall terminate upon the issuance of the Certificate of Completion pursuant to Amended RDA #1 and this Agreement. The covenant contained in Section 14.1 of Amended RDA #1 and Section 12.1 of this Agreement shall terminate after the occurrence of both, the issuance of the Certificate of Completion and the expiration of the Redevelopment Plan on December 31, 2031. The covenant contained in Section 14.2 of Amended RDA #1 and Section 12.2 of this Agreement shall expire ten (10) years after the issuance of the Certificate of Completion under Amended RDA #1. The covenant contained in Sections 14.3 and 14.4 of

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Amended RDA #1 and Sections 12.3 and 12.4 of this Agreement shall have no expiration date and remain in perpetuity in relation to the City Parcel and Acquisition Parcels. SECTION 18. PERFORMANCE AND BREACH.

1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the

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Developer shall have sixty (60) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4 (c), (e) and (g) of Amended RDA #1 and Sections 18.4 (c), (e) and (g) of this Agreement.

18.4 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) that is not true and correct.

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A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing. The Developer fails to complete the Project in accordance with the time line outlined in Section 12 of Amended RDA #1, or the Developer abandons or substantially suspends construction ofthe Project.

The Developer fails to pay real estate taxes or assessments affecting the City Parcel and/or Acquisition Parcels or any part thereof when due, or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the City Parcel and/or Acquisition Parcels unless bonded or insured over. The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of Amended RDA #1 and/or this Agreement.

There is a material and adverse change in the Developer's financial condition or operations that will prevent the Developer from (1) satisfying the Proof of Financing requirement under Section 8.2 of Amended RDA #1 and (2) funding the Sole Order Escrow.

The Developer fails to close on Amended RDA #1 and/or this Agreement pursuant to the terms of Amended RDA #1 and/or this Agreement, except as permitted in this Agreement.

The Developer fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Agreement or any other written agreement entered into with the City with respect to the Project.

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18.5 Prior to Closing Amended RDA #1. If an Event of Default under the terms of Amended RDA #1 and/or this Agreement occurs prior to Closing Date, Outside Closing Date or Extended Outside Closing Date (as those terms are defined in Amended RDA #1) and the default is not cured in the time period provided for in Section 18.3 above, the City may terminate this Agreement and Amended RDA #1 and/or institute any action or proceeding at law or in equity against the Developer.

18.6 After Closing Amended RDA #1. If an Event of Default under the terms of Amended RDA #1 and/or this Agreement occurs after the closings of the City Parcel and Acquisition Parcels but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 of Amended RDA #1 and Section 18.3 of this Agreement, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to reenter and take possession of the City Parcel, or any portion thereof, terminate the estate, or any portion thereof, conveyed to the Developer, and revest title to the City Parcel, or any portion thereof, in the City by recording the Reconveyance Deed for the City Parcel; provided, however, the City's right of reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by Amended RDA #1. If a Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which

accrued during the period the City Parcel was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the City Parcel during the period of time the City Parcel was owned by the Developer. The Developer will cooperate with the City to ensure that should the City record the Reconveyance Deed for the City Parcel, such recording is effective for the purposes of transferring title to the City Parcel, or any portion thereof, to the City by executing any customary transfer documents. The provisions of this Section shall survive any and all termination under this Agreement (regardless of the reason for such termination).

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18.7 Resale of the City Parcel. Upon the revesting in the City of title to the City Parcel, or any portion thereof, as provided in Section 18.6, the City may complete, if possible, the Project or convey the City Parcel, or any portion thereof, subject to any first mortgage lien, to a qualified and financially responsible party reasonably acceptable to the first mortgagee, who shall assume the obligation of completing the Project, if possible, or such other improvements as shall be satisfactory to DPD, and otherwise comply with the covenants that run with the land as specified in Section 18 of Amended RDA#1.

18.8 • Disposition of Resale Proceeds. If the City sells the City Parcel, or any portion thereof, as provided for in Section 18.7, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the City Parcel, or any portion thereof (less any income derived by the City from the City Parcel, or any portion thereof, in connection with such management); and

b) all unpaid taxes, assessments, and water and sewer charges assessed against the City Parcel;

and

c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

e) any other amounts owed to the City by the Developer, including but not limited to any amounts associated with the Environmental Indemnity Agreement.

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If there are any proceeds remaining after payment of the equity investment reimbursement to Developer under this section, then the City shall be entitled to receive any such remaining proceeds.

18.9 Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer.

SECTION 19. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the City Parcel, the Acquisition Parcels, or the Project, 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. No agent, official or employee of the City shall be personally liable to the Deyejoper or any successor in interest in the event of any default or breach by the City or for any amount which may

become due to the Developer or successor or with respect to any commitment or obligation of the City under the terms of this Agreement. SECTION 20. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs)(collectively, the "Claims"), including any/all environmental claims, including those environmental claims in relation to the Environmental Indemnity Agreement, suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this

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Agreement; (b) the failure of the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Developer ("Agent") to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity, including but not limited to any environmental activity, undertaken by the Developer or any Agent on the Acquisition Parcels prior to or after the Closings. Developer agrees to accept the Acquisition Parcels in their "as is," "where is" and "with all faults" condition.

This indemnification shall survive the closings contemplated in this Agreement or any termination of this Agreement (regardless ofthe reason for such termination). SECTION 21. INSPECTION; CONDITION OF ACQUISITION PARCELS AT CLOSING.

1 "As Is" Sale. The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Acquisition Parcels or the suitability of the Acquisition Parcels for any purpose whatsoever, and the Developer agrees to accept the transfer of the Acquisition Parcels in their "as is," "where is" and "with all faults" condition from: (i) the Owner through the Purchase Agreement; (ii) pursuant to a court order; and/or (iii) through a transfer of title to the Acquisition

Parcel from the City to the Developer.

2 Right of Entry.

(a) The Developer's obligations hereunder are conditioned upon the Developer being satisfied with the condition ofthe Acquisition Parcels for the construction, development and operation of the Project. Before the filing of a condemnation complaint, upon the Developer's request, the City will request the Owner to grant to the Developer the right, at Developer's sole cost and expense, to enter the Acquisition Parcels for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance

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reasonably acceptable to the City to inspect the same, perform surveys, environmental assessments, soil and any other due diligence it deems necessary or desirable to satisfy itself as to the condition of the Acquisition Parcels. After filing the condemnation complaint, the City shall request permission under Illinois Supreme Court Rule 214 to enter the Acquisition Parcels for the City, on behalf of Developer, to inspect the same, perform surveys, environmental assessments, soil and any other due diligence the Developer deems necessary or desirable to satisfy itself as to the condition of the Acquisition Parcels and as permitted by the Illinois Supreme Court Rules of Civil Procedure rules or court order ("Due Diligence Discovery").

(b) If the Developer determines that it is not satisfied, in its sole discretion, with the condition of the Acquisition Parcels, the Developer may terminate this Agreement by written notice to the City within thirty (30) days after the expiration of the Inspection Period or, in the event of a condemnation action, within thirty (30) days after completion of Due Diligence Discovery and, to the extent applicable, production of the survey, Phase I report and Phase II report, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder, except as otherwise set forth in this Agreement. If the Developer elects not to terminate this Agreement pursuant to this Section 21.2, the Developer shall be deemed satisfied with the condition of the Acquisition Parcels.

21.3 Indemnity. The Developer hereby, and pursuant to the terms and conditions of any Section 3 environmental agreements, waives and releases, and indemnifies the City from and against, any claims and

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liabilities relating to or arising from the structural, physical or environmental condition of the Acquisition Parcels, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the Acquisition Parcels prior

to the Closing, including, without limitation, liabilities arising under CERCLA. The Developer hereby acknowledges that, in purchasing the Acquisition Parcels, the Developer is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto, except in the event of a condemnation action, Developer shall rely upon the inspection and due diligence activities ofthe City exercised during Due Diligence Discovery on behalf of the Developer. The Developer, or the City on behalf of the Developer, shall perform such studies and investigations, conduct such tests and surveys, and engage such specialists as the Developer deems appropriate to evaluate fairly the structural, physical and environmental condition and risks of the Acquisition Parcels. If, after the Closing, the structural, physical and environmental condition of the Acquisition Parcels is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Acquisition Parcels in a condition which is suitable for its intended use, including but not limited to enrolling the Acquisition Parcels in the SRP Program. The provisions of this Section 21.3 shall survive the Closing.

SECTION 22. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

Developer shall comply with the Developer's Employment Obligations for the Project in accordance with Section 23 of Amended RDA #1. SECTION 23. REPRESENTATIONS AND WARRANTIES.

23.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer hereby represents and warrants to the City that as of the

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date of this Agreement and as of the dates of Acquisition Closing, Conveyance Closing and Post-Closing, the following shall be true and correct in all respects:

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The Developer is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Acquisition Parcels, and that the person signing this Agreement on behalf of the Developer has the authority to do so.

All certifications and statements contained in the Economic Disclosure Statement last submitted to the City by the Developer (and any legal entity holding an interest in the Developer) are true, accurate and complete. The Developer's execution, delivery and performance of this Agreement and all instruments and agreements contemplated hereby will not, upon the giving of notice or lapse of time, or both, result in a breach or violation of, or constitute a default under, the Developer's operating agreement or any other agreement to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Acquisition Parcels is bound.

To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer. To the best of the Developer's knowledge, the Project will not violate: (i) any Laws, including, without limitation, any zoning and building codes and environmental regulations; or (ii) any building permit, restriction of record or other agreement affecting the Property.

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2 Representations and Warranties of the City. To induce the Developer to execute this Agreement

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and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 23 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 24. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:

City of Chicago
Department of Planning and Development 121 North
LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn:
Commissioner Fax: 312-744-4477

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

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Attn: Deputy Corporation Counsel
Real Estate and Land Use Division Fax:
312-744-0277

If to the Developer:

Chicago Southwest Development Corporation 2875 West
19th Street, Chicago, Illinois 60623
Attn: President and Chief Executive Officer

With a copy to:

Lenny D. Asaro
Neal & Leroy, LLC
120 N. LaSalle
Suite 2600
Chicago, IL 60602
Fax: 312-641-5137
Email: lasaro@nealandleroy.com <mailto:lasaro@nealandleroy.com>

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications

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shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 24 shall constitute delivery. SECTION 25. ORGANIZATION AND AUTHORITY.

The Developer represents and warrants that it is duly organized and validly existing and authorized to do business under the laws of the State of Illinois, with full power and authority to

acquire, own and redevelop the Acquisition Parcels and that the person signing this Agreement on behalf of the Developer has the authority to do so. SECTION 26. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns ofthe parties. SECTION 27. TERMINATION.

1 This Agreement shall terminate on August 31, 2019, should the Developer fail to obtain a deed to the Acquisition Parcels from the Owner or the City, except as provided in Sections 27.2 and 27.3.

2 The Developer may elect to extend the date of termination of this Agreement as provided in Section 28.1 until August 31, 2020, by providing the City with written notice of extension no later than July 31, 2019. The Commissioner, in his sole discretion, may agree to a Developer proposed extension of termination date after August 30, 2020, upon receipt of Developer's written notice of extension of the August 30, 2020 termination date no later than July 31, 2020.

3 In the event the Developer defaults under the terms of this Agreement and fails to cure the default before the expiration of the cure period, then this Agreement shall terminate on the first day following the expiration of the cure period. Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4 (c), (e) and (g) of Amended

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RDA #1 and Sections 18.4 (c), (e) and (g) of this Agreement, in which event this Agreement shall terminate on the date of default.

SECTION 28. RECORDATION OF AGREEMENT.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds. The Developer shall pay the recording fees. SECTION 29. CONSENT AND APPROVAL.

Except where otherwise specified, whenever the consent or approval of the City is required hereunder, such consent or approval shall not be unreasonably withheld or delayed. SECTION 30. OTHER ACTS.

The parties agree to perform such other acts and to execute, acknowledge and deliver such other instruments, documents and materials as may be reasonably necessary to consummate the transactions contemplated by this Agreement. SECTION 31. BUSINESS RELATIONSHIPS.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (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 ofthe City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 ofthe Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) 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.

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The Developer 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 32. PATRIOT ACT CERTIFICATION.

The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) 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.

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As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, 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 33. PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER NO. 2011-4.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and

entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

or to his political fundraising committee.

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

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

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 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, under

any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

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

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

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

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

B) neither party is married; and

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

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

E) two of the following four conditions exist for the partners:

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

The partners have common or joint ownership of a residence.

The partners have at least two of the following arrangements:

joint ownership of a motor vehicle;

a joint credit account;

a joint checking account;

a lease for a residence identifying both domestic partners as tenants.

Each partner identifies the other partner as a primary beneficiary in a will.

SECTION 34. COOPERATION WITH OFFICE OF COMPLIANCE.

In accordance with Chapter 2-26-010 et seq. of the Municipal Code, the Developer 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 Developer agrees to abide by the provisions of Chapter 2-26-010 et seq.

SECTION 35. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by Developer 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 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. Developer shall at all times comply with Section 2-154-020 ofthe Municipal Code of Chicago. SECTION 36. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Legislative Inspector General and with the

City's Inspector General in any investigation or hearing undertaken pursuant to Chapters 2-55 and 2-56, respectively, of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago. SECTION 37. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) ofthe Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement,

constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Amendment, at law or in equity. This section does not limit Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Amendment. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Amendment, and may further affect Developer's eligibility for future contract awards.

SECTION 38. 2014 HIRING PLAN PROHIBITIONS

(a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan", as amended (the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

c) Developer will not condition, base, or knowingly prejudice or affect any term or aspect of the

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employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

d) In the event of any communication to Developer by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("OIG Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by OIG Hiring Oversight.

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[Signatures appear on the following page]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO,
an Illinois municipal corporation

By:

David L. Reifman Commissioner
Department of Planning and Development

CHICAGO SOUTHWEST DEVELOPMENT CORPORATION,
an Illinois not-for-profit corporation

By:

Name: Guy A. Medaglia
Its: President and Chief Executive Officer

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By:
Name: Peter V. Fazio, Jr. Its: Chairman

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STATE OF ILLINOIS COUNTY OF

COOK

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David L. Reifman, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, he signed and delivered the foregoing instrument pursuant to authority given by the City of Chicago as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this day of , 2017.

NOTARY PUBLIC

55

STATE OF ILLINOIS COUNTY OF COOK

)
) SS
)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Guy A. Medaglia the President and Chief Executive Officer of Chicago Southwest Development Corporation, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed. to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he/she signed and delivered the foregoing instrument pursuant to authority given by said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this day of , 2017.

NOTARY PUBLIC

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STATE OF ILLINOIS COUNTY OF

COOK

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter V. Fazio, Jr., the Chairman of Chicago Southwest Development Corporation, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he/she signed and delivered the foregoing instrument pursuant to authority given by said corporation, as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this day of , 2017.

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NOTARY PUBLIC

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EXHIBIT A

LEGAL DESCRIPTION OF ACQUISITION PARCELS (SUBJECT TO FINAL TITLE AND SURVEY)

PARCEL 1:

ALL THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER (EXCEPTING THEREFROM THE EAST 762 FEET THEREOF LYING NORTH OF THE SOUTH 291.50 FEET), AND EXCEPTING THE SOUTH 291.50 FEET OF THE EAST 625 FEET THEREOF AND EXCEPTING THAT PART THEREOF CONVEYED TO THE CHICAGO AND ILLINOIS WESTERN RAILROAD BY DEED DATED JULY 9, 1905 AND RECORDED IN BOOK 9485 PAGE 55 AS DOCUMENT 3900240, AND EXCEPTING THEREFROM THAT PART DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID QUARTER-QUARTER SECTION WHICH IS 50 FEET, NORTH OF THE SOUTHWEST CORNER THEREOF: THENCE NORTH ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 282.50 FEET TO THE CENTER LINE OF WEST FORK OF. THE S BRANCH OF THE CHICAGO RIVER: THENCE, NORTHEASTERLY ALONG SAID CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 255.49 FEET, MORE OR LESS, TO A POINT WHICH IS 461 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 1112.20 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER

SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 74.36 FEET TO A POINT WHICH IS 486.99 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 100.00 FEET TO A POINT WHICH IS 538.04 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, AND 956.58 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 7.80 FEET TO A POINT WHICH IS 541.54 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION AND 949.61 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION, THENCE SOUTHEASTERLY ALONG THE LINE, A DISTANCE OF 252.93 FEET TO A POINT WHICH IS 291.50 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 911.34 FEET WEST OF THE EAST LINE OF SAID QUARTER-QUARTER SECTION: THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 286.34 FEET TO A POINT WHICH IS 291.50 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 625.00 FEET WEST OF SAID QUARTER-QUARTER SECTION: THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 241.50 FEET TO THE NORTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF (FORMERLY RIGHT OF WAY OF CHICAGO AND ILLINOIS WESTERN RAILROAD) RAILROAD, WHICH POINT IS 50.00 FEET NORTH OF SAID QUARTER-QUARTER SECTION AND 625.00 FEET WEST OF SAID QUARTER-QUARTER SECTION: THENCE WEST ALONG SAID NORTH RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL GULF (FORMERLY RIGHT OF WAY OF CHICAGO AND ILLINOIS WESTERN RAILROAD) RAILROAD AND WHICH LINE IS 50.00 FEET NORTH

OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 707.51 FEET TO THE POINT OF BEGINNING).

ALSO

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT BETWEEN EVELYN BRANECKI AND STEPHAN CHEMICAL COMPANY DATED NOVEMBER 24, 1961 AND RECORDED NOVEMBER 29, 1961 AS DOCUMENT 18342626 AND BY AGREEMENT MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 28807 WITH STEPAN CHEMICAL COMPANY DATED AUGUST 26, 1965 AND RECORDED SEPTEMBER 2, 1965 AS DOCUMENT 19577333 AS FOLLOWS:

SUBPARCEL 2A

A PERPETUAL EASEMENT OR RIGHT OF WAY FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING AND REPAIRING A SANITARY SEWER LOCATED ON PARCEL 1, OVER, UNDER AND ACROSS A STRIP OF LAND 6 FEET-IN WIDTH THE CENTER LINE OF SAID STRIP OF LAND IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE SOUTH 291 50 FEET OF THE EAST 625.0 FEET OF THE NORTHEAST Y4 OF THE NORTHEAST $^1/_4$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, 33 FEET WEST OF THE EAST LINE OF SAID SECTION 35, THENCE SOUTH ALONG A LINE 33.0 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 9.0 FEET, FOR A PLACE OF BEGINNING, THENCE WEST ALONG A LINE WHICH FORMS AN INTERIOR ANGLE OF 89 DEGREES 58 MINUTES WITH THE LAST DESCRIBED COURSE, 87.5 FEET, THENCE SOUTH ALONG A LINE 120 S FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 219.64 FEET, THENCE WEST ALONG A LINE 62.86 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST Y4 OF THE NORTHEAST 7_4 OF SAID SECTION 35, TO THE WEST LINE OF THE EAST 625.00 FEET OF THE SOUTH 291.5 FEET OF THE NORTHEAST $^1/_4$ OF THE NORTHEAST $^1/_4$ OF SAID SECTION 35, IN COOK COUNTY, ILLINOIS.

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ALSO

SUBPARCEL 2B:

A PERPETUAL EASEMENT OR RIGHT OF WAY FOR INGRESS, EGRESS AND PUBLIC UTILITIES, INCLUDING WATER, TELEPHONE, GAS AND ELECTRIC POWER LINES, OVER, UNDER AND ACROSS A PARCEL OF LAND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST $^1/_4$ OF THE NORTHEAST'/ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, 33 FEET WEST OF THE EAST LINE OF SAID SECTION 35, THENCE NORTH ALONG A LINE 33 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, 55.56 FEET, FOR A PLACE OF BEGINNING, THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 55 34 FEET, THENCE WEST 5.25 FEET TO A POINT 55.34 FEET NORTH OF THE PLACE OF BEGINNING (MEASURED AT 90 DEGREES): THENCE SOUTHWESTERLY 58.19 FEET ALONG A LINE DRAWN TO A POINT 83.6 FEET WEST OF THE EAST LINE OF SAID SECTION 35 AND 76.6 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST $^1/_4$ OF THE NORTHEAST V_4 OF SAID SECTION 35, THENCE CONTINUING SOUTHWESTERLY 49.84 FEET ALONG A LINE DRAWN TO A POINT 133 FEET WEST OF THE EAST LINE OF SAID SECTION 35 AND 70.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST V_4 OF THE NORTHEAST 1/4 OF SAID SECTION 35. THENCE WEST ON A LINE 70 FEET NORTH OF A PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST $^1/_4$ OF SAID SECTION 35, 492.0 FEET TO THE WEST LINE OF THE EAST 625.0 FEET OF THE SOUTH 291.5 FEET TO THE NORTHEAST V_4 OF THE NORTHEAST $^1/_4$ OF SAID SECTION 35, THENCE SOUTH ALONG SAID WEST LINE 20 FEET, TO A POINT 50.0 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST $^1/_4$ OF THE NORTHEAST 1/4 OF SAID SECTION 35, THENCE EAST ALONG A LINE 50.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST V_4 OF SAID SECTION 35, 412.0 FEET TO A POINT OF CURVE. THENCE NORTHEASTERLY ALONG A CURVE CONVEX SOUTHEASTERLY, AN ARC DISTANCE OF 180.12 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 613.12 FEET OF THAT PART OF THE NORTHEAST $^1/_4$ OF THE NORTHEAST $^1/_4$ OF SECTION

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35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 33 FEET TAKEN FOR SOUTH KEDZIE AND EXCEPT FROM SAID TRACT THE SOUTH 291 V_2 FEET THEREOF) LYING SOUTH OF A LINE BEGINNING AT A POINT IN THE EAST LINE OF SAID QUARTER QUARTER SECTION, WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, RUNNING THENCE WEST PARALLEL TO AND 747.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 528.12 FEET. THENCE SOUTHWESTERLY TO A PINT WHICH IS 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION AND 698.67 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION.

PARCEL 4:

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EASEMENT FOR THE BENEFIT OF PARCEL 3 AS CREATED BY WARRANTY DEED FROM FITZSIMONS STEEL AND IRON COMPANY, A CORPORATION OF ILLINOIS. TO WYCKOFF DRAWN STEEL COMPANY, A CORPORATION OF PENNSYLVANIA DATED FEBRUARY 1, 1928 AND RECORDED FEBRUARY 4, 1928 AS DOCUMENT 9917940. FOR RIGHT OF WAY OVER A STRIP OF LAND EXTENDING FROM THE WESTERLY BOUNDARY LINE OF PARCEL 3, TO THE LINE OF THE LAND OF THE CHICAGO AND ILLINOIS WESTERN RAILROAD AND HAVING A WIDTH OF 17 FEET THROUGHOUT OVER THE PREMISES DESCRIBED AS FOLLOWS:

THAT PART LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER OF THE NORTHEAST $^1/_4$ OF THE NORTHEAST $^1/_4$ OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE CHICAGO ILLINOIS WESTERN RAILROAD BY DEED DATED JULY 9, 1906 IN BOOK 9485, PAGE 55 AS DOCUMENT 3900240 AND EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO WYCKOFF DRAWN STEEL COMPANY BY DEED RECORDED FEBRUARY 4, 1928 AS DOCUMENT 9917940 (CONVEYED PARCEL 3) AND EXCEPT THAT PART, IF ANY, FALLING IN PARCELS 1 AND 5 IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE WEST 148.88 FEET OF THE EAST 762 FEET OF THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF THE WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER (THE SAID CENTER LINE OF SAID WEST FORK OF THE SOUTH BRANCH OF THE CHICAGO RIVER BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 461 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 1112.20 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK A DISTANCE OF 74.36 FEET TO A POINT WHICH IS 486.99 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK A DISTANCE OF 100 FEET TO A POINT WHICH IS 538.04 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK, A DISTANCE OF 103 FEET TO A POINT WHICH IS 584.30 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK, A DISTANCE OF 103 FEET TO A POINT WHICH IS 627.92 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK A DISTANCE OF 10.14 FEET TO A POINT WHICH IS 631.94 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 762 FEET WEST OF THE EAST LINE OF

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SAID QUARTER QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK, A DISTANCE OF 89.86 FEET TO A POINT WHICH IS 667.54 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID RIVER FORK. A DISTANCE OF 69.48 FEET TO A POINT WHICH IS 613.12

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FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION AND 687.95 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION: THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 10.72 FEET TO A POINT WHICH IS 698.67 FEET NORTH FROM THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 613.12 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION) (EXCEPT FROM THE ABOVE DESCRIBED TRACT THE SOUTH 291.50 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 3200 SOUTH KEDZIE AVENUE, CHICAGO, IL 60623

Real Property Tax Identification 16-35-203-002-0000, 16-35-203-004-0000, &
16-35-203-008-0000

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EXHIBIT B

LEGAL DESCRIPTION OF CITY PARCEL (SUBJECT TO FINAL TITLE AND SURVEY)

THAT PART OF THE NORTHEAST % OF THE NORTHEAST % OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST % OF THE NORTHEAST % OF SAID SECTION WHICH IS 747.76 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; RUNNING THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 528.12 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 30.00 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 99.85 FEET TO A POINT WHICH IS 777.76 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 627.97 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 34.89 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 43.88 FEET TO POINT; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION A DISTANCE OF 35.37 FEET TO A POINT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 32.15 FEE TO A POINT WHICH IS 848.02 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 704.00 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 10.19 FEET TO A POINT WHICH IS 858.02 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 705.28 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION,; THENCE NORTH, A DISTANCE OF 29.26 FEET TO A POINT WHICH IS 887.28 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 705.90 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH A DISTANCE OF 9.80 FEET TO A POINT WHICH IS 897.08 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 711.87 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTHWEST WITH A RADIUS OF 796.14 FEET, A DISTANCE OF 109.69 FEET TO A POINT WHICH IS 924.23 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 818.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY, A DISTANCE OF 106.35 FEET TO A POINT WHICH IS 957.60 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AND 919.08 FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 54.12 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35 AND RUNNING THROUGH A POINT ON SAID NORTH LINE WHICH IS 974.06 FEET WEST OF THE NORTHEAST CORNER OF SAID NORTHEAST %; THENCE NORTH ALONG SAID PERPENDICULAR LINE 242.32 FEET TO A LINE DRAWN 133.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE

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NORTHEAST Va OF SECTION 35; THENCE WEST ALONG SAID PARALLEL LINE 97.42 FEET TO A LINE

DRAWN 57.00 FEET (BY RECTANGULAR MEASURE) EAST OF AND PARALLEL WITH THE EAST FACE OF AN EXISTING BUILDING; THENCE NORTH 0 DEGREES 13 MINUTES 01 SECONDS EAST ALONG SAID PARALLEL LINE 133.00 FEET TO THE NORTH LINE OF THE NORTHEAST $^{1}/_{4}$ OF SECTION 35; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION; A DISTANCE OF 1071.98 FEET TO THE NORTHEAST CORNER OF SAID QUARTER QUARTER THENCE SOUTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION; A DISTANCE OF 586.59 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE NORTH 33 FEET AND THE EAST 33 FEET THEREOF, TAKEN FOR STREETS, EXCEPTING THEREFROM THE CORNER CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES ON FEBRUARY 25, 1974 AND RECORDED AS DOCUMENT NO. 22636686, SUBJECT HOWEVER, TO THE FOLLOWING: (A) PERPETUAL EASEMENT FOR A SANITARY DISTRICT OF CHICAGO SEWER BY GRANT RECORDED AS DOCUMENT NO. 10012620 AND BY GRANT RECORDED AS DOCUMENT NO. 10048604; AND (B) LICENSE TO AIR REDUCTION SALE COMPANY TO CONNECT WITH AND TO USE GRANTOR'S SEWER SYSTEM GRANTED IN INSTRUMENT RECORDED AS DOCUMENT NO. 12332291 AND DOCUMENT NO. 12332292.

AREA = 470,812.8 SQUARE FEET OR 10.80837 ACRES

COMMONLY KNOWN AS: 3100 South Kedzie Avenue, Chicago, Illinois (Southwest corner of 31st Street and Kedzie Avenue)

PERMANENT INDEX NO. 16-35-201-012-0000

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EXHIBIT C

LEGAL DESCRIPTION OF DEVELOPER PARCELS (SUBJECT

TO FINAL TITLE AND SURVEY)

PARCEL 1:

THE SOUTH 291.50 FEET OF THE EAST 625 FEET OF THE NORTHEAST Va OF THE NORTHEAST Va OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE CHICAGO AND ILLINOIS WESTERN RAILROAD BY DEED DATED JULY 9, 1906 AND RECORDED IN BOOK 9485, PAGE 55 AS DOCUMENT NUMBER 3900240, ALSO EXCEPTING THE EAST 33 FEET THEREOF TAKEN FOR KEDZIE AVENUE, IN COOK COUNTY, ILLINOIS).

PARCEL 2:

EASEMENT FOR RAILROAD SPUR TRACK FOR THE BENEFIT OF PARCEL 1 OVER A 17 FOOT WIDE RIGHT OF WAY AS CONTAINED IN INSTRUMENTS RECORDED AS DOCUMENT NUMBERS 9917940, 25329119, AND 08043651, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3244-3250 S. KEDZIE AVENUE, CHICAGO, IL 60623-5112

PROPERTY INDEX NUMBER: 16-35-203-006-0000

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EXHIBIT D

AMENDED AND RESTATED AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND BETWEEN

THE CITY OF CHICAGO AND CHICAGO SOUTHWEST DEVELOPMENT CORPORATION ("AMENDED RDA #1)

(Attached)

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EXHIBIT E PROJECT

NARRATIVE

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The Developer shall do the following: (a) relocate Saint Anthony Hospital and uses and [1] operations therein from its current location at 2875 West 19th Street, Chicago, IL 60623 (the "Current Saint Anthony Hospital") to the Project Parcels and develop a new 151-bed Saint Anthony Hospital (the "New Saint Anthony Hospital") with uses and operations consistent with the Current Saint Anthony Hospital wherein the New Saint Anthony Hospital will comprise approximately 375,000 sq. ft.; (b) retain 1,000 jobs or cause the New Saint Anthony Hospital to retain 1,000 jobs at the New Saint Anthony Hospital; (c) create at least 20 permanent jobs or cause the New Saint Anthony Hospital to create at least 20 permanent jobs and (d) create at least 1,500 temporary construction jobs or cause the general contractor and/or subcontractors to create at least 1,500 temporary construction jobs.

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EXHIBIT F SOLE ORDER ESCROW AGREEMENT (attached)

16337774.9

SOLE ORDER ESCROW AGREEMENT • - v \

This SOLE ORDER ESCROW AGREEMENT (this 'Agreement") is made as of Sftr . 2015, by and among CHICAGO SOUTHWEST DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation (the "Developer") and GREATER ILLINOIS TITLE COMPANY, INC., an Illinois corporation (the "Escrowee").

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A. The Developer and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, by and through its Department of Planning and Development ("City"), entered into that certain Agreement for the Sale and'Redevelopment of Land dated May 8, 2015 (the "Redevelopment Agreement #1") and that certain Agreement for the Acquisition, Sale and Redevelopment of Land dated May 8, 2015 (the "Redevelopment Agreement #2")(colIectiveIy, the "Redevelopment Agreements") with respect to the Developer's development of the New St. Anthony Hospital (the "Project"), as more particularly described in the Redevelopment Agreements.

B. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Redevelopment Agreements.

C. Pursuant to Redevelopment Agreement #2, Section 5.2, the Developer and the City have agreed that the Developer only shall open up an escrow account with the Escrowee and Developer shall enter into a sole order escrow agreement with Escrowee "for the sole benefit of the City" and "in form and substance satisfactory to the City in its sole discretion".

D. Further, the Developer and City agreed to the following:

1) Developer shall deposit 130% of the compensation offered to the Owner of the Acquisition Parcels in the City's Written Purchase Offer, or Three Million Five Hundred Thousand and No/100 U.S. Dollars ($3,500,000), whichever amount is greater (the greater of these two amounts, the "Minimum Acquisition Costs Amount"). Developer shall maintain a Sole Order Escrow balance in the , sum of the Minimum Acquisition Costs Amount; and

2) Developer shall deposit an initial Minimum Acquisition Costs Amount of . Three Million Five Hundred Thousand and No/100 U.S. Dollars C$3,500,000)(the "Initial Deposit") with the Escrowee to be held for the sole benefit of the City. , Such funds shall constitute an initial deposit as a portion of the Minimum. Acquisition Costs Amount described in Redevelopment Agreement #2 in Section ... 5.2; and

3) This Agreement shall provide that the City shall be entitled to direct at any time the Escrowee to release funds in the Sole Order Escrow, payable to the City for any incurred, and/or contractually cornmitted, and or reasonably foreseeable Acquisition Cost as determined by the City; and

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4) Developer shall maintain a Sole Order Escrow balance in the sum of the Minimum Acquisition Costs Amount. To satisfy this obligation, within seven (7) days of Developer's receipt of written notice from the City that the Sole Order Escrow balance is below the total Minimum Acquisition Costs Amount, Developer shall deposit in said Sole Order Escrow a dollar amount sufficient to cause the balance of the Sole Order Escrow to equal the required Minimum Acquisition Costs Amount; and

5) City shall direct the Escrowee to release funds held in the Sole Order Escrow to pay Acquisition Costs for the Acquisition Parcels in the event the Developer fails to pay the City the Acquisition Costs, including, without limitation, any abandonment costs itemized in

Redevelopment Agreement #2, or when otherwise due and payable; and

6) Upon Developer's acquisition of the Acquisition Parcels or Developer's election not to proceed to acquire the Acquisition Parcels, and after payment of any and all Acquisition Costs to the City in full, the City will thereafter direct the Escrowee to disburse any remaining funds, including accrued interest, in the Sole Order Escrow to the Developer.

E. In accordance with terms and conditions of this Agreement, all or any portion of the Minimum Acquisition Costs Amount shall be released and disbursed at any time by the Escrowee only upon the sole written order of the City or its respective legal representatives.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

1. Incorporation of Recitals. Exhibits, and Schedule. The recitals set forth above and the exhibits and schedule attached hereto 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.

2. Initial Deposit. Concurrently with the execution and delivery of this Agreement, the Developer shall deposit the Initial Deposit with the Escrowee in accordance with the wire instructions set forth in Schedule 1 attached hereto. The Escrowee shall not commingle the Minimum Acquisition Costs Amount, including the Initial Deposit, with any funds of the Escrowee or other Persons. The Escrowee shall promptly provide the Developer and the City with confirmation of receipt of the Minimum Acquisition Costs Amount, including the Initial Deposit, and, as requested by the City from time to time, the then-current amount of the Minimum Acquisition Costs Amount.

3. Investment. Upon Developer opening the escrow account subject to this Agreement, and if directed by the Developer in writing, the Escrowee shall invest the Minimum Acquisition Costs Amount in a money market, U.S. Treasuries or similar investments and Developer shall complete and file with the Escrowee the Escrowee required investment instructions and W-9 form, both attached hereto as Exhibits A and B respectively.

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4. Minimum Acquisition Costs Amount and Disbursement. Escrowee shall retain the Minimum Acquisition Costs Amount until it receives written directions executed solely by the City as to the disposition and disbursement of the Minimum Acquisition Costs Amount (or any portion thereof). Upon payment in full of all Minimum Acquisition Costs Amounts to the City, as determined by the City in its sole discretion, the City will thereafter direct the Escrowee to disburse any remaining funds, including accrued interest, in the Sole Order Escrow to the Developer.

5. Interest accrued on Minimum Acquisition Costs. Any interest which accrues on the Minimum Acquisition Costs Amount shall be retained in the Sole Order Escrow, unless otherwise directed by the City in the City's sole discretion, after all fees (if any) related to the establishment and administration of the escrow Minimum Acquisition Costs Amount are paid.

6. Liability of the Escrowee. Developer acknowledges that the Escrowee is acting solely as a stakeholder at request, that the Escrowee shall not be deemed to be the agent of the Developer or City, and that

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the Escrowee shall not be liable to either of the Developer or City for any action or omission on its part taken or made in good faith, and not in disregard of this Agreement, but shall be liable for its willful misconduct and negligent acts and for any loss, cost or expense incurred by the Developer or the City resulting from the Escrowee's mistake of law respecting the Escrowee's scope or nature of its duties. The Developer, its successors and/or assigns shall jointly and severally indemnify and hold the Escrowee harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of the Escrowee's duties hereunder, except with respect to actions or omissions taken or made by the Escrowee in bad faith, in disregard of this Agreement or involving willful misconduct or negligence on the part of the Escrowee. In the event the Escrowee is directed by the Developer to invest the Minimum Acquisition Costs Amount, the Escrowee shall not be held responsible for any loss of principal or interest which may be incurred as a result of making the directed investments or redeeming said investments at the direction of the Developer.

7. Notices. Notices provided for in this Agreement must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: City of Chicago
Department of Planning and Development 121 North LaSalle
Street 10th Floor
Chicago, Illinois 60602 Attn:
Commissioner

With a copy to: Department of Law
Real Estate and Land Use Division Room 600, City Hall
121 North LaSalle Street Chicago, Illinois 60602
Attention: Deputy Corporation Counsel 3

If to the Developer: Chicago Southwest Development Corporation
2875 West 19th Street Chicago, Illinois 60623 Attn: Vice
President and General Counsel

With a copy to: Lenny Asaro
Neal & Leroy, LLC
120 North LaS alle S treet
Suite 2600
Chicago, Illinois 60602

If to the Escrowee: Greater Illinois Title Company
120 North LaSalle Street Suite 900
Chicago, Illinois 60602 Attn:

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Section 7. Notices delivered by mail are considered received three days after mailing in accordance with this Section 7. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

8. Execution in Counterparts. This Agreement may be executed in any number of counterparts,

each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages which shall be deemed original signatures for all purposes.

9. Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state of Illinois without regard to its choice of laws.

10. Conflict. In the event of any conflict or inconsistency between the terms set forth in the body of this Agreement and the terms set forth in RDA #2, the terms set forth in this Agreement shall govern and control the escrow account.

[Signature pages follow]

4

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of the day and year first set forth above.

CHICAGO SOUTHWEST DEVELOPMENT CORPORATION,

an Illinois not-for-profit corporation

By: My^-

Name: IGuy A. IV edaglia Its: Kcersident and Chief Executive Officer
By:
Name: Peter V. Fazfo^ Its: Chairman

CITY OF CHICAGO,
an Illinois municipal corporation solely in its capacity as sole beneficiary of the Sole Order Escrow

By:
J. Moone

Andrew J. Modhey Commissioner
Department of Planning and Development

THE ESCROWEE:

By: IUlUl^M jf^~X~ *Name: /lleJtnda, ^^hnhdurt Title: AscvoaJ drf^/nA*

Schedule 1 WIRE INSTRUCTIONS

(Attached)

Greater Illinois Title Company

Bank: ABA:

Account Name: Account Number:

WIRING INSTRUCTIONS ON ALL WIRE TRANSFERS

HARRIS BANK, N.A.

111 W. Monroe Street - Chicago, Il 60603 071000288

Greater Illinois Title Company, Custodial Settlement Escrow Acct. 264 511 7

Please reference the customer's name(s), Greater Illinois Title file/escrow number and the property address, if possible. NOTE: These wire instructions are for ALL Greater Illinois Title Company locations:

Greater Illinois Title Co. 120 N. LaSalle Street #900 Chicago, IL 60602	Greater Illinois Title Co. 6158 N. Milwaukee Ave. Chicago, IL 60646	Greater Illinois Title Co. 300 East Roosevelt Road Wheaton, IL 60187	Greater Illinois Title Co. 858 Center Court, Unit A Shorewood, IL 60404
Greater Illniois Title Co. 2146 S. Mannheim Road Westchester, IL 60154	Greater Illinois Title Co. 4415 W. 95th Street Oak Lawn, IL 60453	Greater Illinois Title Co. 2101 S.Arlington Hts Rd Arlington Heights, IL 60005	Greater Illinois Title Co. 1795 W. State St., #A Geneva, IL 60134
Greater Illinois Title Co. 930W. ^Street Homewood, IL 60430	Greater Illinois Title Co. 1557 Warren Avenue Downers Grove, IL 60515	Greater Illinois Title Co. 501 Riverside Dr., #209 Gurnee, IL 60031	Greater Illinois Title Co. 654 W. Veterans Pkwy Yorkville, IL 60560
Greater Illinois Title Co. 101 N.Virginia Street Crystal Lake, IL 60014	Greater Illinois Title Co. 707 Skokie Blvd. $6^{1''}$ Fl. Northbrook, IL 60062	Greater Illinois Title Co. 15255 S. 94^{m} Avenue, #543 Orland Park, IL 60462	Greater Illinois Title Co. 939 W. North Ave. #750 Chicago, IL 60642

FOR CLOSING PACKAGES: E.DOC(S).GITC.COM [email pkg fee = $45 per loan package)

CPL / Insured Closing Letter Requests: closincfletter@pitc.com

<mailto:closincfletter@pitc.com>

NOTE:Pursuant to the Illinois Good Funds Law effective January 1, 2010 (Section 215 ILCS 155/26) Greater Illinois Titk Company shall not make disbursements in connection with any escrows, settlements or closings unless the funds in the aggregate amount of $50,000 or greater are "good funds" defined as (a) wired funds (b) checks issued by a government entity (c) checks drawn on the trust account of a title insurance company or title insurance agent or (d) if the funds are "collected funds" as defined in the above statute as funds that are deposited, finally settled and credited to the title company's fiduciary trust account.

Funds in the aggregate amount of less than $50,000 from any single party may be in the form of (1) wired funds (2) cashier's checks, official bank checks or certified checks (3) checks drawn on the trust account of any licensed lawyer or real estate broker (4) checks issued by a government entity (5) checks drawn on the fiduciary trust account of a title insurance company or title insurance agent.

Under all circumstances, Greater Illinois Title Company reserves the right to approve all funds and to make determinations of whether there are sufficient funds available for withdrawal in the account upon which the funds are drawn at the time of disbursement.

EXHIBIT F INSURANCE REQUIREMENTS

A. INSURANCE TO BE PROVIDED BY DEVELOPER

a) **Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work in connection with the Project, and Employers Liability coverage with limits of not less than $1,000,000 each accident, illness, or disease.

b) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance, or equivalent, with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured on a primary non-contributory basis under the Developer's and any contractor and subcontractor policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Developer's sole negligence or the additional insured's vicarious liability. Developer's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Developer must ensure that the City is an additional insured on insurance required from subcontractors.

c) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with the Project, the Developer must provide Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

When applicable, coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of hazardous, materials.

d) **Professional Liability**

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with the Project, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $5,000,000. When policies are renewed or

replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made

policy which is not renewed or replaced must have an extended reporting period of two (2) years.

c) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Project with limits of not less than $5,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

e) Property

The Developer is responsible for all loss or damage to personal property (including materials, equipment, tools, vehicles and supplies) owned, rented or used by Developer ("Personal Property").

B. INSURANCE TO BE PROVIDED BY CONTRACTORS

a) **Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work in connection with the Project, and Employers Liability coverage with limits of not less than $1,00,000 each accident, illness, or disease.

b) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance, or equivalent, with limits of not less than $10,,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured on a primary non-contributory basis under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. The City must be named an additional insured on insurance required from contractors and subcontractors.

c) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with the Project, the Contractor and any subcontractor must provide Automobile Liability Insurance with limits of not less than $5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

' When applicable, coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of hazardous, materials.

d) **Professional Liability**

When any architects, engineers, construction managers or other professional consultants perform work or services in connection with the Project, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

e) **Contractors Pollution Liability**

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Project with limits of not less than $5,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

f) **Property.**

The contractors are responsible for all loss or damage to personal property (including materials, equipment, tools, vehicles and supplies) owned, rented or used by the contractors.

C. ADDITIONAL REQUIREMENTS

Developer must furnish, or cause its contractors or subcontractors to furnish, to the City of Chicago, Department of Planning and Development, 121 N. LaSalle, 10th Floor, Chicago, IL 60602 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on an Insurance Certificate Form prior to the execution of 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 in this Agreement. The failure of the City to obtain certificates or other insurance evidence from Developer (or its contractors or subcontractors as applicable) is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance and the nature of its use of the Property. Non-conforming insurance does not relieve

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Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to order Developer to cease all activities on the Property until proper evidence of insurance is provided, or the Agreement may be terminated.

Developer must provide prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer.

Developer hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within this Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developer under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Developer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer must require all subcontractors to provide the insurance required herein, or Developer may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement. Developer must ensure that the City is an additional insured on Endorsement CG 2010 ofthe insurance required from subcontractors.

If Developer, contractor, or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in this Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements in its sole discretion.

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The City of Chicago is not responsible to provide insurance or security for the Property, or any vehicles, materials, equipment other personal property of Developer or any of its contractors, subcontractors or other agents related to or in connection with this Agreement and the Project.

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CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

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

Southwest Development Corporation

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is: 1. W the
Applicant OR
1. [] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest:
OR
3. [ ] a legal entity with a right of control (see Section II.B.l.) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address ofthe Disclosing Party: 2875 W. 19th Street
Chicago, IL 60623

C. Telephone: 312-641-7144 Fax: 312-641-5137 Email: lasaro@nealandleroy.com

<mailto:lasaro@nealandleroy.com>

D. Name of contact person: _LerijiyJ>Asaro

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):
(1.) Negotiated sale of the city-owned approximately 11 acre parcel commonly known as 3201-3345 w. 31st St. and 3i00-3150 S. Kedzie Ave.; (2.) Acquisition and sale of the approximately 8.4 acre parcel commonly known as 3200 S. Kedzie; (3) Planned Development and related zoning in relation to Ihe assemblage and redevelopment of the aforesaid parcels together with the applicant-owned approximately 3.26 acre parcel commonly known as 3250 S. Kedzie Ave.

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

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

Specification # N/A and Contract # n/a

Page 1 of 13

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SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY 1. Indicate the nature of the Disclosing Party:

Person	[ ]
Publicly registered business corporation	[ ]
Privately held business corporation	[ ]

Sole proprietorship |X]
General partnership (Is
Limited partnership
Trust [ ]

Limited liability company Limited liability partnership Joint venture
Not-for-profit corporation
the not-for-profit corporation also a 501(c)(3))?
W Yes [ ] No
Other (please specify)

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

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

[ ] Yes [ ] No ft N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).
If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

See Exhibit A

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

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other

similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the . Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Chicago Southwest Community Organization	2875 W. 19th Street, Chicago, IL 60623	100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

f] Yes M No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

L£any_aAsjir.o._J^ EslirrjaJj^_£2jQXJDfl
Amy Kurson 328 S. Jefferson St., Suite 909, Chicago, IL 60661 Attorney Estimated $20,000 HDR Architects ~30 wTMonroe, Suite 7007chicago700603 Architect EstimatedISIOrJjOOO

Jones Lang LaSalle 550 W Washington Chicago, IL 60661 Project Management, Leasing, other Estimated

$50,000 (Add sheets if necessary)

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

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

Has any person who directly or indirectly owns 10% or more ofthe 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 ofthe Disclosing Party.

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

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

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, slate or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee ofthe 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 Parly, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency ofthe federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have nol been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of Iheir 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 ofthe United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

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

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

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.

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

None

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

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. [ ] is Dfl is not

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

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within Ihe meaning of Chapter 2-32 ofthe Municipal Code, 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 INTEREST IN CITY BUSINESS

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

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

[ ] Yes M No

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

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

Does the Matter involve a City Property Sale?

M Yes [ ] No

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

Name , Business Address Nature of Interest

None

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 lo this EDS all information required by paragraph 2. Failure to

Page 8 of 13

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

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

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

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and

substance to paragraphs A.l. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Parly must maintain all such subcontractors' certifications for the duration ofthe 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.

Ls the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes ['] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

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

The Disclosing Party understands and agrees that:

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

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

Guy A. Medaglia

Chicago Southwest Development Corporation (Print or type n4me of Disclosing Party)

(Print or type name of person signing)

President and CEO

(Print or type title of person signing)

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information)

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with See belOW [identify the Matter], Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as ofthe date of this recertification, and (3) reaffirms its acknowledgments.

Chicago Southwest Development Corporation (Print or type legal name of Disclosing Party)

Print optype name of signatory: Guy A. Medaglia

Title of signatory: President & CEO
[state].

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Signed and sworn to before me on [date] /44Y c?^ ^17 , by

/^\)VM&T>AhUA- _ , at CaO/tL- County, TLUJO/S
Commission expires:

Notary Public.

f OFFICIAL SEAL
~ DONALD E. WILKE
Notary Public - State of Illinois My Commission Expires 3/24/2021

Ver. 11-01-05

(1) Negotiated sale of city-owned approximately 11 acre parcel commonly known as 3201-3345 W. 31st St. and 3100-3150 S. Kedzie Ave; (2) acquisition and sale of the approximately 8.4 acre parcel commonly known as 3200 S. Kedzie; and (3) Planned Development and related zoning i; relation to the assemblage and development of the aforesaid parcels together with the applicant-owned approximately 3.26 acre parcel commonly known as 3250 S. Kedzie Ave

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

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

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

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

CERTIFICATION

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

Chicago Southwest Development Corporation (Print or type name of Disclosing Party)

Guy A. Medaglia
(Print or type name of person signing)

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President and CEO (Print or type title of person signing)

Signed and sworn to before me on (date) hz32jjftfi(. _?((ZOI~?, at r&^QJC-- County, TPtU/Upi^ (state)'

l\^^U^ Notary Publi

Commission expires: MMC^ 3<4,Zon . f ^^S^r*

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

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

Docs 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 |X] No

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

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

   L JYes [x]No

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

   [ ]Yes [ ]No [X] Not Applicable

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

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

EXHIBIT A TO
CHICAGO SOUTHWEST DEVELOPMENT CORPORATION ECONOMIC DISCLOSURE STATEMENT

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OFFICERS

CHAIR: Peter Fazio, Jr.
VICE CHAIR: Dorval R. Carter, Jr.
PRESIDENT: Guy A. Medaglia

BOARD MEMBERS

Peter V. Fazio, Jr. Dorval R. Carter, Jr. Guy A. Medaglia

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: Chicago

Southwest Community Organization

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:
1. [ ] the Applicant
OR
2. [X[1] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Chicago Southwest Development Corporation
OR
3. [ ] a legal entity with a right of control (see Section II.B.l.) State the legal name ofthe entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 2875 W. 19th Street

Chicago, IL 60623

C. Telephone: 312-641-7144 Fax: _^2-64^$137_ Email: lasaro@nealandleroy.com <mailto:lasaro@nealandleroy.com>

D. Name of contact person: Lenny D. Asaro

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of properly, if applicable):
(1.) Negotiated sale of trie city-owned approximately 11 acre parcel commonly known as 3201-3345 W. 31 si St. and 3100-3150 S. Kedzie Ave.:
(2.) Acquisition and sale of the approximately 8.4 acre parcel commonly known as 3200 S. Kedzie: (3) Planned Development and related zoning in relation to
the assemblage and redevelopment of the aforesaid parcels together with the applicant-owned approximately 3.26 acre parcel commonly known as 3250 S.
Kedzie
le.
. Which City agency or department is requesting this EDS? Department of Planning and Development

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

Specification # and Contract #

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SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing P Person
Publicly registered business corporation
Privately held business corporation
Sole proprietorship
General partnership
Limited partnership
Trust
arty:
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[X] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[X] Yes [ ] No
[ ] Other (please specify)

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

Illinois

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

WN/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).
If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint

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

Name Title

See Exhibit A

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

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

Name	Business Address	Percentage Interest in the Disclosing Party
None		

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

[ ] Yes (XI No

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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

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

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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.

(Add sheets if necessary)

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

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

[ ] Yes [ ] No [X[1] 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

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compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

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

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

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of

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Subcontractors and Other Retained Parlies");

- 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 ofthe Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Parly, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official ofthe Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

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

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

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55

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(Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) ofthe Municipal Code.

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

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.

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

9. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete lisl 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 lo the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $20 per recipient (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. [ ] is W is not

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

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

"We are not and will not become a predatory lender as defined in Chapter 2-32 ofthe Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 ofthe

Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss ofthe privilege of doing business with the City."

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

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(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Disclosing Party must complete a new EDS with correct or corrected information)

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with See below
[identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Disclosing Party, (2) warrants that all certifications and statements contained in the Disclosing Party's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as ofthe date of this recertification, and (3) reaffirms its acknowledgments.

Chicago Southwest Community Organization

(Print or type legal name of Disclosing Party)

Guy A. Medaglia

Title of signatory:

President & CEO

Sianed and sworn to before me on [date] M/W3% ZOO , by
County, rCiM/i) pr%> [state].

MiH>^wrh.<i7hi, 11

I

OFFICIAL SEAL DONALD E. WILKE Notary Public - State of Illinois My Commission Expires 3/24/2021

Ver. 11-01-05

(1) Negotiated sale of city-owned approximately 11 acre parcel commonly known as 3201-3345 W. 31st St and 3100-3150 S. Kedzie Ave; (2) acquisition and sale of the approximately 8.4 acre parcel commonly known as 3200 S. Kedzie; and (3) Planned Development and related zoning in relation to the assemblage and development of the aforesaid parcels together with the applicant-owned approximately 3.26 acre parcel commonly known as 3250 S. Kedzie Ave

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

[]Yes IXlNo

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

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Properly 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?

W Yes [ ] No

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

Name	Business Address	Nature of Interest
None		

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501 (c)(4) of the

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

[ ] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[]Yes []No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

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

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

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect

to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

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

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

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

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

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

The Disclosing Party represents and warrants that:

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

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

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired

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

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

CERTIFICATION

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

Guy A- Medaglia

Chicago Southwest Community Organization (Print or type nafme of Disclosing Party)
(Print or type name of person signing)

President and CEO
(Print or type title of person signing)

(date) /feteuAA^ 2< .TjoH ,

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

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

"Applicable Party" means (I) all executive officers of the Disclosing Party listed in Section II.B.l .a., if the Disclosing

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

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

[ ] Yes (X] No

If yes, please identify below (1) the name and title of such person, (2) the name ofthe 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 percent (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

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

   [ ]Yes [XJNo

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

   [ ]Yes [ ]No [X] Not Applicable

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

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

1

EXHIBIT A TO
CHICAGO SOUTHWEST COMMUNITY ORGANIZATION ECONOMIC DISCLOSURE STATEMENT

OFFICERS

CHAIR: Peter Fazio, Jr.
VICE CHAIR: Dorval R. Carter, Jr.
PRESIDENT: Guy A. Medaglia

BOARD MEMBERS

Peter V. Fazio, Jr. Dorval R. Carter, Jr. Guy A. Medaglia