



Office of the City Clerk

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Legislation Details (With Text)

File #: O2021-4751
Type: Ordinance **Status:** Passed
File created: 10/14/2021 **In control:** City Council
Final action: 11/17/2021

Title: Redevelopment agreement with Chicago Neighborhood Initiatives, Inc., financed with general obligation bonds, tax incremental financing (TIF) funds and other city funds to perform various residential environmental remediation and site preparation activities on numerous parcels of city-owned property

Sponsors: Lightfoot, Lori E.

Indexes: Loan & Security, Redevelopment

Attachments: 1. O2021-4751.pdf

Date	Ver.	Action By	Action	Result
11/17/2021	1	City Council	Passed	Pass
11/15/2021	1	Committee on Finance	Recommended to Pass	
10/14/2021	1	City Council	Referred	

OFFICE OF THE MAYOR
CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

October 14, 2021

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with Chicago Neighborhood Initiatives, Inc. for site preparation and environmental remediation of City lots.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours

ORDINANCE

WHEREAS, pursuant to ordinances adopted by the City Council (the "City Council") of the City of Chicago (the "City") on (i) April 9, 2008 with respect to the Ogden/Pulaski Redevelopment Project Area and (ii) May 17, 2000, as amended on April 14, 2010, May 9, 2012, and December 9, 2015 with respect to the Midwest Redevelopment Project Area (each, a "Redevelopment Area" and collectively, the "Redevelopment Areas") and published in the Journal of the Proceedings of the City Council of the City, the City Council, under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 et seq., as amended (the "Act"): (i) approved redevelopment plans and projects (each, a "Redevelopment Plan" and collectively, the "Redevelopment Plans"); (ii) designated the Redevelopment Areas as redevelopment project areas; and (iii) adopted tax increment financing as means of financing certain Redevelopment Area project costs (as defined in the Act) incurred pursuant to the Redevelopment Plans; and

WHEREAS, the City is the owner of 100 parcels of real property (each, a "City Lot" and collectively, the "City Lots") located in the Redevelopment Areas; and

WHEREAS, Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation ("Developer") will obtain from the City a right of entry to perform environmental remediation work and site preparation on the City Lots required to ensure that the City Lots are suitable for residential development (the "Project"); and

WHEREAS, the Developer proposes to undertake the Project in accordance with the Redevelopment Plans and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, including but not limited to the completion of the Project, to be financed in part by (i) a portion of the proceeds of general obligation bonds to be identified by the City issued pursuant to one or more ordinances adopted by the City Council; (ii) Incremental Taxes (as defined in Exhibit A), if any; and/or (iii) other legally available funds to pay for or reimburse Developer for the costs of the Project; now therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of City's Department of Planning and Development or his or her designee and the Commissioner of the City's Department of Housing or his or her designee are each hereby authorized, with the approval of the Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement with such changes, deletions and

insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. To the extent that any ordinance, resolution, rule, order, or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this

ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage and approval.

EXHIBIT A

FORM OF REDEVELOPMENT AGREEMENT

See attached.

This agreement was prepared by and after recording return to:
Ranti B. Oseni, Esq.
City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, IL 60602

CNI SITE PREPARATION REDEVELOPMENT AGREEMENT

This CNI Site Preparation Redevelopment Agreement (this "Agreement") is made as of this day of , 2021, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD") and Department of Housing ("DOH"), and Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation (the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate, blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority. To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on May 17, 2000' (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Midwest Redevelopment Project Area" (the "Midwest Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Midwest Redevelopment Project Area as a

Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Midwest Redevelopment Project Area" (the "Midwest TIF Adoption Ordinance") (items(1)-(3), as amended, collectively referred to herein as the "Midwest TIF Ordinances"). The redevelopment project area designed

by the Midwest TIF Ordinances is referred to as the "Midwest Redevelopment Area."

To induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on April 9, 2008: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Ogden/Pulaski Redevelopment Project Area" (the "Midwest Plan -Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Ogden/Pulaski Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Ogden/Pulaski Redevelopment Project Area" (the "Ogden/Pulaski TIF Adoption Ordinance") (items(1)-(3), as amended, collectively referred to herein as the "Ogden/Pulaski TIF Ordinances"). The redevelopment project area designed by the Ogden/Pulaski TIF Ordinances is referred to as the "Ogden/Pulaski Redevelopment Area."

D. The Project: The Developer will obtain from the City a right of entry to certain properties owned by the City and located within the Redevelopment Areas, as legally described on Exhibit A (each, a "City Lot" and collectively, the "Property"). Within the time frames set forth in Section 3.01, the Developer will perform Environmental Remediation Work and site preparation on the Property; this work, including but not limited to those Improvements defined below and set forth on Exhibit C, are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement. It is anticipated that the Project will be executed in multiple components that may overlap in commencement and completion schedules, subject to the completion deadlines described in Section 3.01.

E. Redevelopment Plans: The Project will be carried out in accordance with this Agreement and the City of Chicago Midwest Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Midwest Redevelopment Plan") included in the Midwest Plan Adoption Ordinance and the City of Chicago Ogden/Pulaski Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Ogden/Pulaski Redevelopment Plan").

F City Financing: The City agrees to use, in the amounts set forth in Section 4.03, (i) a portion of the proceeds of general obligation bonds to be identified by the City (the "Bonds") issued pursuant to one or more ordinances adopted by the City Council (each, a "Bond \ Ordinance"), (ii) Incremental Taxes (as defined below), and/or (iii) other legally available funds to pay for or reimburse Developer for the costs of Improvements pursuant to the terms and conditions of this Agreement

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 hereto agree as follows:

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

The foregoing recitals are hereby incorporated into this Agreement by reference. The paragraph and section headings contained in this Agreement, including without limitation those set forth in the following table of contents, are for convenience only and are not intended to limit, vary, define or expand the content thereof. Developer agrees to comply with the requirements set forth in the following exhibits which are attached to and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

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(An asterisk (*) indicates which exhibits are to be recorded.)

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Act" shall have the meaning set forth in the Recitals.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with Developer.

"Alternative Environmental Requirements" or "AER" shall mean the City's environmental program for parcels that the City has identified contamination that can sufficiently be addressed with a basic engineered barrier. If sampling or other environmental investigation at a parcel indicates (a) concentrations of volatiles that exceed the indoor inhalation objectives, (b) characteristic waste which exhibits one or more of four characteristics defined in 40 CFR Part 261 Subpart C, (c) any other material, substance or waste that must be removed according to 35 IAC

742.305, (d) underground storage tanks(s), or (e) other condition(s) which cannot be sufficiently remediated by a basic engineered barrier, then that parcel shall not qualify for the Alternative Environmental Requirements or AER option. DAIS shall determine if the City Lot(s) qualify for the AER option based on the nature of the site-specific contamination.

"Approved Budget" shall have the meaning set forth in Section 3.03.

"Approved Plans and Specifications" shall mean the plans and specifications' prepared by duly licensed engineer (s) depicting the construction of the Components, which plans and specifications have been (i) prepared in consultation with the Consultant Engineer and (ii) approved by the City in its sole discretion.

"Available Project Funds" shall have the meaning set forth for such term in Section 4.07.

"Bond(s)" shall have the meaning set forth for such term in the Recitals.

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of Bonds.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Approved Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"Civt Contract" shall have the meaning set forth in Section 8.01(1).

"Civt Council" shall have the meaning set forth in the Recitals.

"Civt Funds" shall mean the funds described in Section 4.03(b).

"Civt Lot(s)" have the meaning set forth in the Recitals.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Commencement Date" with respect to a Component shall have the meaning given such term in Section 3.01.

"Completion Date" with respect to a Component shall have the meaning given such term in Section 3.01.

"Component" shall mean a portion of the Project consisting of site preparation and, if required under this Agreement, Environmental Remediation Work contemplated by this Agreement with respect to at least ten specifically identified City Lots, or such other number of specifically identified City Lots as the Developer and the City may agree in writing.

"Component Commencement Letter" shall mean that letter from DOH to the Developer indicating that the Developer has fully complied with all of the conditions of Section 5A.01 herein that apply to the proposed Component.

"Component Shortfall" shall have the meaning set forth in Section 4.06.

"Certificate" shall mean the certificate of completion that the City may issue with respect to any Component of the Project pursuant to Section 7.01.

"Consultant Engineer" shall have the meaning given such term in Section 3.02.

"Contract" shall have the meaning set forth in Section 10.03.

"Contractor" shall have the meaning set forth in Section 10.03.

"Construction Contract" shall mean, if applicable, a contract entered into between Developer and the General Contractor, if any, providing for construction of the Project.

"Construction and Demolition Debris" shall mean materials resulting from the construction, remodeling, repair, and demolition of utilities, structures, buildings, and roads, included but not limited to the following: bricks, concrete, and other masonry materials; soil; rock; wood, including painted, treated, and coated wood and wood products; wall coverings; plaster; drywall; plumbing fixtures; non-asbestos insulation; roofing shingles and other roofing coverings; reclaimed asphalt pavement; glass; plastics; electrical wiring; and piping or metals incidental to any of those materials.

"Corporation Counsel" shall mean the City's Department of Law.

"DAIS" shall mean the City's Department of Assets, Information and Services.

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted in paper or via the City's online submission process.

"Employer(s)" shall have the meaning set forth in Section 10.

"Environmental Documents" shall mean all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer (or otherwise obtained by the Developer) regarding the condition of the City Lots or any portion thereof, including, without limitation, the SRP Documents, and any documents prepared pursuant , to the Alternative Environmental Requirements.

"Environmental Laws" shall mean any and all Laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C § 5101 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq , the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq ; and the common law. including, without limitation, trespass and nuisance.

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"Environmental Remediation Work" shall mean any investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter or comply with the terms and conditions of the Mitigation Plan Approval Letter from DAIS, in accordance with the terms and conditions of any SRP Documents, requirements of the IEPA or DAIS, and any applicable Laws, including, without limitation, any applicable Environmental Laws.

"Equity" shall mean funds of Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

"Escrow" shall mean a construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean an Escrow Agreement establishing a construction escrow, which may be entered into as of or after the date hereof by the Title Company (or an affiliate of the Title Company), Developer and

Developer's lender(s), if any.

"Event of Default" shall have the meaning set forth in Section 15.

"Final NFR Letter" shall mean a final comprehensive residential "No Further Remediation" letter issued by the IEPA approving the use of the City Lot for the construction, development and operation of the Project in accordance with the site plan approved by the City and the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The Final NFR Letter shall state that the City Lots(s) meet TACO Tier 1 residential criteria but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"Financial Interest" shall have the meaning set forth for such term in Section 2-156-010 of the Municipal Code.

"Financial Statements" shall mean complete audited financial statements of Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall mean the general contractor(s), if any, hired by Developer pursuant to Section 6.01, and otherwise shall mean the Developer.

"Hazardous Substance(s)" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls, per- and polyfluoroalkyl substances (i.e PFAS), and asbestos or asbestos-containing material in any form or condition.

"Home(s)" shall have the meaning given in the Land Sale RDA.

"Human Rights Ordinance" shall have the meaning set forth in Section 10

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"IEPA" shall mean the Illinois Environmental Protection Agency.

"Improvements" shall mean, collectively, TIF-Funded Improvements and Other Improvements.

"In Balance" shall have the meaning set forth in Section 4.07.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the applicable TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the applicable TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Indemnitee" and "Indemnitees" shall have the meanings set forth in Section 13.01.

"Land Sale RDA" shall mean the Reclaiming Chicago Redevelopment Agreement dated _____, by and between the City and a joint venture between Developer and Lawndale Christian Development Corporation, an Illinois not-for-profit corporation, as amended.

"Lender Financing" shall mean funds borrowed by Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01.

"Maintenance Plan" shall mean a separate document included in the Mitigation Implementation Report prepared by the Developer that includes a scaled drawing showing the locations and depths of any engineered barriers and details activities needed to maintain the installed engineered barriers. The Maintenance Plan (MP) shall be certified by the Developer's Illinois Professional Engineer or Illinois Professional Geologist. If the City approves of the MP, it shall be recorded with the Recorder's Office as a "notice" to inform future landowners of the maintenance requirements.

"Mitigation Implementation Report" shall mean a report prepared by the Developer describing the completion of the remedial work per the City approved Mitigation Plan.

"Mitigation Implementation Report Approval Letter" shall mean a letter from DAIS that approves of the Developer's Mitigation Implementation Report. This letter must be obtained prior to the developer recording the Maintenance Plan with the Recorder's Office.

"Mitigation Plan" shall mean a report that describes proposed remedial actions to address the identified contamination at each parcel that the Developer chooses to meet the City's Alternative Environmental Requirements. The report shall be certified by an Illinois Professional Engineer or Illinois Professional Geologist.

"Mitigation Plan Approval Letter" shall mean a letter from DAIS that approves of the Developer's Mitigation Plan. This letter must be obtained prior to the start of site prep or construction.

"MBE(s)" 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

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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.

"MBEAA/BE Program" shall have the meaning set forth in Section 10.03.

"Municipal Code" shall mean the Municipal Code of the City of Chicago, as amended from time to time.

"Other Improvements" shall mean those improvements of the Project, other than TIF-Funded Improvements, which the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the Other Improvements for the Project.

"Outside Execution Date" shall have the meaning given in the Land Sale RDA.

"Phase I ESA" shall mean a Phase I environmental site assessment of the City Lot in accordance with ASTM E-1527-13.

"Phase II ESA" shall mean a Phase II environmental site assessment of the City Lot in accordance with ASTM E-1903-19.

"Project" shall have the meaning set forth in the Recitals.

"Project Budget" shall mean the budget attached hereto as Exhibit D, showing the total cost of the Project by line item, furnished by Developer to DOH, in accordance with Section 3.03.

"Project Shortfall" shall have the meaning set forth in Section 4.06.

"Property" shall have the meaning set forth in the Recitals.

"RAP" shall mean the Remedial Action Plan document required by the IEPA in order to receive a final, comprehensive residential NFR.

"RAP Approval Letter" shall mean a remedial action plan approval letter issued by the IEPA for properties enrolled in the SRP.

"RACR" shall mean the Remedial Action Completion Report required by the IEPA in order to receive a final, comprehensive residential NFR.

"Recorder's Office" shall mean the Cook County Clerk's Recordings Division.

"Redevelopment Area" shall mean, as the context requires, either the Midwest Redevelopment Area or the Ogden/Pulaski Redevelopment Area.

"Redevelopment Plan" shall mean, as the context requires, either the Midwest Redevelopment Plan or the Ogden/Pulaski Redevelopment Plan.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74 4-3(q) of the Act that are included in the budget set forth in the applicable Redevelopment Plan or otherwise referenced in the applicable Redevelopment Plan

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"Remediation Work" shall mean any investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter or comply with the terms and conditions of the Mitigation Plan Approval Letter, in accordance with the terms and conditions of any RAP Approval Letter, SRP Documents, requirements of the IEPA or DAIS, and any applicable Laws, including, without limitation, any applicable Environmental Laws.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit F, to be delivered by Developer to DOH pursuant to Section 4.04 of this Agreement.

"Right of Entry" shall have the meaning given in Section 5A.Q2.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Site Remediation Program" or "SRP" shall mean the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

"SRP Documents" shall mean all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Phase II ESA, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, the Remedial Action Completion Report, and any and all related correspondence, data and other information prepared by either party pursuant to this Agreement, or in the event DAIS determines that the Developer can meet the Alternative Environmental Requirements such documents that DAIS requires in order to obtain a letter from the City confirming that all Environmental Remediation Work has been satisfactorily completed, based on the Mitigation Plan Approval Letter for the City Lot(s) that has been issued by DAIS.

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

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the later of: (a) December 31, 2024 or (b) the Outside Execution Date defined in the Land Sale RDA, as such Outside Execution Date may be extended under Section 3.5 of the Land Sale RDA.

"TIF Adoption Ordinance" shall mean, as the context requires, either the Midwest TIF Adoption Ordinance or the Ogden/Pulaski TIF Adoption Ordinance.

"TIF District Administration Fee" shall mean the fee described in Section 4.05.

"TIF Fund" shall mean the special tax allocation fund created by the City in connection with the applicable Redevelopment Area into which the Incremental Taxes will be deposited.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (n) are eligible costs under the Redevelopment Plan and

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(iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" shall mean, as the context requires, either the Midwest TIF Ordinances or the Ogden/Pulaski TIF Adoption Ordinances.

"Title Company" shall mean [].

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Project, the Developer intends, pursuant to the Approved Plans and Specifications and subject to the provisions of Section 18.17, to begin construction of the applicable Component on or before the Commencement Date, and complete construction of such Component on or before the Completion Date, indicated in the chart below.

Component	Commencement Date	Completion Date
Completion of the Project with respect to at least 20 City Lots	January 1, 2022	December 31, 2022
Completion of the Project with respect to at least 20 City Lots	January 1, 2023	December 31, 2023

Completion of the Project with respect to at least 20 City Lots

January 1, 2024

The expiration of the Term of the Agreement

3.02 Preconditions to Work.

(a) Scope Drawings and Approved Plans and Specifications. Prior to starting work on each Component, the Developer will provide to DOH and DAIS detailed Scope Drawings and Approved Plans and Specifications, including a project budget for Improvements on each City Lot included in the Component, which are required to be approved by the City in its sole discretion. Upon issuance by the City of the Component Commencement Letter, Developer shall conduct the work on the applicable Component in accordance with the Approved Plans and Specifications. No material deviation from the Approved Plans and Specifications shall be made without the prior written approval of DAIS. The Approved Plans and Specifications shall substantially conform to the terms of this Agreement and applicable federal, state and local laws, ordinances and regulations

After the initial approval of the Approved Plans and Specifications, subsequent proposed changes shall be submitted to DAIS and DOH and any other applicable City agency as a Change

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Order pursuant to Section 3.04. The Approved Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations.

If the Improvements on any City Lot are not built in accordance with the Approved Plans and Specifications and the City does not issue a Certificate covering such City Lot, none of the costs of such City Lot will be eligible to receive reimbursement from City Funds. At the City's election, Developer shall be required to fund the additional cost of bringing the City Lot into compliance with the Approved Plans and Specifications. Such additional costs will not be subject to reimbursement from City Funds unless the City agrees in writing and until a Certificate is issued. If requested in writing by the Developer, to facilitate the administration and issuance of a Certificate for a Component, the City in its reasonable discretion may agree to remove from a Component the Improvements on one or more City Lots.

Developer shall retain the services of a qualified and licensed engineer experienced in the construction of Components and approved by DAIS ("Consultant Engineer"). The Consultant Engineer shall report to DAIS and be responsible for seeing that the Components are constructed in accordance with the Approved Plans and Specifications. The Consultant Engineer's scope of work shall include, but not be limited to, preparation of all environmental and construction documentation in accordance with the applicable requirements of DAIS, quality assurance and ' quality control, review of all contractor submittals including shop drawings, material submittals and catalogue cuts, providing planning coordination, determining the appropriateness of any proposed modifications to the Approved Plans and Specifications, preparing punchlists on behalf of the City and supervising project closeout and acceptance of the work. Staffing shall be as determined by agreement of the City and Developer, and shall be adequate to cover all aspects of the construction of the Components.

b) Other Governmental Approvals. Prior to the start of construction of each Component, the Developer shall have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DOH. Developer shall submit all necessary documents to the City's Building Department, DAIS and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

c) Financing. If the sources of funds described in Section 4.01 include any amounts of Equity or Lender Financing, Developer shall have furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 to complete the applicable Component and satisfy its

obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer shall furnish proof that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the other sources set forth in Section 4 01) to complete the Component.

3.03 Project Budget. In addition to detailed Scope Drawings and Approved Plans and Specifications, before starting construction of each Component, the Developer will provide to DOH and DAIS an estimated project budget for Improvements on each City Lot included in the Component.

A final budget approved by DOH in its sole discretion, in consultation with DAIS, will be included as part of the Approved Plans and Specifications and will establish a Guaranteed

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Maximum Price for each Component. Such final budget shall be referred to as the "Approved Budget" and will include the Maximum Guaranteed Price, the construction management fee and the developer fee. If approved by DOH in its sole discretion, the Approved Budget for a Component may be higher or lower than the estimated budget shown in Exhibit D, but in no case will the reimbursement for all Components exceed the total amount of City Funds.

Developer has furnished to DOH, and DOH has approved, a final Project Budget showing total costs for the Project in an amount not less than \$4,416,752. Developer hereby certifies to the City that, prior to commencing construction on a Component (a) it shall have Lender Financing and/or Equity described in Section 4.02 in an amount sufficient to timely pay for all costs for such Component; and (b) the Project Budget with respect to such Component is a good faith reasonable estimate of anticipated costs. Developer shall promptly deliver to DOH and/or the applicable City agency certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04.

4 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material amendments or modifications to the Approved Plans and Specifications, the Approved Budget, the Guaranteed Maximum Price, or the schedule for any Component must be submitted by Developer to DOH concurrently with the progress reports described in Section 3.07; provided, that any Change Order relating to any of the following must be submitted by Developer to the City for the City's prior written approval: (a) delay in the completion of any Component; and (b) Change Orders resulting in an aggregate increase to the Approved Budget or Guaranteed Maximum Price for a Component. Change Orders triggered by a Component Shortfall will be subject to the process described in Section 4.06.

Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DOH's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DOH's prior written approval as set forth in this Section 3.04, but DOH shall be notified in writing of all such Change Orders within 10 business days after the execution of such Change Order and Developer, in connection with such notice, shall identify to DOH the source of funding therefor.

5 DOH Approval. Any approval granted by DOH of the Scope Drawings, Approved Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DOH pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project

6 Other Approvals. Any DOH approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of. Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) Developer shall not commence construction of

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any Component until Developer has obtained all necessary permits and approvals (including but not limited to DOH's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports. Developer shall provide DOH with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DOH's written approval pursuant to Section 3.04).

8 Inspecting Agent or Architect. An independent agent or architect (which may include Developer's architect if approved by DOH) shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DOH, prior to requests for disbursement for costs related to the Project hereunder.

9 Barricades. Prior to commencing any construction requiring barricades, Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DOH retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

10 Signs and Public Relations. Developer shall erect a sign of size and style approved by the City in a conspicuous location on each City Lot on which the work has commenced, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

11 Utility Connections. Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

12 Permit Fees. In connection with the" Project, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$4,416,752, to be applied in the manner set forth in the Project Budget. Such costs shall be funded through the following sources.

Sources of Funds	Amount
Lender Financing (1)	\$4,416,752

Equity	\$0
Total	\$4,416,752

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(1) The Developer anticipates using City Funds received from the City to repay Lender Financing and/or Equity, if any. The payment of City Funds, including the timing of payment, is subject to the terms and conditions of this Agreement, including but not limited to Section 4.03 and Section 5.

2 Developer Funds. Equity and/or Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project costs and costs of Components.

3 City Funds.

a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer for costs of (i) TIF-Funded Improvements that constitute Redevelopment Project Costs and (ii) Other Improvements. Exhibit B sets forth, by line item, the TIF-Funded Improvements and Other Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds (subject to Section 4.03(b)), contingent upon receipt by the City of documentation satisfactory in form and substance to DOH evidencing such cost and, with respect to a TIF-Funded Improvement, its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to Developer hereunder prior to the issuance of a Certificate.

b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse Developer for the costs of the Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes (*)	\$4,416,752 Bond Proceeds or other legally available funds (**)

NOTES:

() Incremental Taxes from a Redevelopment Area shall be used only to reimburse the costs of TIF-Funded Improvements made to City Lot(s) located within such Redevelopment Area. (**) Bond Proceeds or other legally available funds shall be used only to reimburse the costs of Other Improvements, and shall not exceed (1) \$4,416,752 minus (2) the total amount of TIF-Funded Improvements reimbursed under this Agreement*

provided, however, that the total amount of City Funds expended for Improvements shall be an amount not to exceed the lesser of \$4,416,752 or 100% of actual total Project costs; and provided further, that the City Funds to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

- i) The amount of the Incremental Taxes deposited into the applicable TIF Fund shall be sufficient to pay for such costs; and
- ii) The City has been reimbursed from Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Improvements.

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Developer acknowledges and agrees that the City's obligation to pay for Improvements up to a maximum of \$4,416,752 is contingent upon the fulfillment of the conditions set forth above in Section 4.03(a) and Section 4.03(b).

(c) Disbursement of City Funds. Notwithstanding any provision of this Agreement to the contrary, with respect to each Component, the Developer may request the City, subject to the conditions described in this Section 4.03, to pay City Funds to the Developer after the issuance of the applicable Certificate. The amount of City Funds would be equal to the lesser of the Approved Budget or the actual costs of the Improvements with respect to the applicable Component. Payments of City Funds with respect to TIF-Funded Improvements would be subject to the amount of Incremental Taxes. Payments of City Funds with respect to Other Improvements would be subject to the amount of Bond Proceeds and other legally available funds.

4 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of City Funds as described in Section 4.03(c), beginning on the first request for payment and continuing through the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DOH with a Requisition Form, along with the documentation described therein. Developer shall meet with DOH at the request of DOH to discuss the Requisition Form(s) previously delivered.

5 TIF District Administration Fee. Annually, the City may allocate an amount (the "TIF District Administration Fee") not to exceed 5% of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the applicable Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

6 Cost Overruns.

a) _N Component Shortfall. If the cost of completing the Improvements of a Component for which the City has issued a Component Commencement Letter is expected to exceed the Approved Budget for such Component (a "Component Shortfall"), then the Developer shall notify the City in writing promptly after the Developer learns of such Component Shortfall, and the City and the Developer agree to negotiate in good faith to attempt to resolve such Component Shortfall by (i) removing one or more City Lots from the Component and modifying the Approved Plans and Specifications and Approved Budget to reflect the removal of such City Lots, (ii) modifying the Approved Budget to reduce the construction management fee and/or the developer fee, and/or (iii) increasing the Approved Budget, subject to the amount of City Funds.

b) Project Shortfall If the aggregate cost of the Improvements is expected to exceed City Funds available pursuant to Section 4.03, or the cost of completing the Project is expected to exceed the Project Budget (a "Project Shortfall"), then the Developer shall notify the City in writing promptly after the Developer learns of such Project Shortfall. If the Developer does not obtain additional Equity and/or Lending Financing to resolve the Project Shortfall, and the City does not agree to increase the City Funds (subject to City Council approval) to resolve the Project Shortfall, then the City and the Developer agree to negotiate in good faith to attempt to resolve the Project Shortfall by (i) amending the definition of "Project" to reduce the number of City Lots, (ii) amending Section 3.01 to reflect the reduced scope of the Project and (iii) otherwise amending

this Agreement consistent with the changes described in clauses (i) and (ii) of this sentence. If this process results in the removal from the Project of City Lots for which the City has issued a Component Commencement Letter, then Section 4.06(a) will also apply.

(c) General. Developer acknowledges that this Agreement does not create any expectation that any Approved Budget would be increased to cover a Component Shortfall or that City Funds would be increased to cover a Project Shortfall. Any increase in the Approved Budget would be in the sole discretion of the City. Any increase in the City Funds would be in the sole discretion of the City and subject to approval by the City Council. Unless otherwise agreed to in writing by the City in its sole discretion, Developer shall be solely responsible for the cost of any Component Shortfall with respect to those City Lots for which the City has issued a Component Commencement Letter, and shall hold the City harmless from any and all costs and expenses of completing such Components in excess of the Approved Budget for such Component.

4.07 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, Developer shall submit documentation regarding the applicable expenditures to DOH, which shall be satisfactory to DOH in its sole discretion or in consultation with DAIS when appropriate. Delivery by Developer to DOH of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

c) Developer has approved all work and materials for the current disbursement request and such work and materials conform to the Approved Plans and Specifications;

d) the representations and warranties contained in this Agreement are true and correct and Developer is in compliance with all covenants contained herein;

e) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property;

f) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred; and

g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited or made available by Developer pursuant to this Agreement Developer hereby agrees that, if the Project is not In Balance with respect to work for which a Component Commencement Letter has issued, then unless the Project scope is reduced under Section 4.06, Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make

available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance with respect to such work.

The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City

. 5.08 Financial Statements. Developer has provided Financial Statements to DOH for its most recent fiscal year, and audited or unaudited interim financial statements.

9 Documentation. The Developer has provided documentation to DOH, satisfactory in form and substance to DOH, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07.

10 Corporate Documents; Economic Disclosure Statement. Developer has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation; and such other corporate documentation as the City has requested.

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this Section to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

11 Litigation. Developer has provided to Corporation Counsel and DOH, a description of all pending or threatened litigation or administrative proceedings involving Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance

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SECTION 5A CONDITIONS PRECEDENT TO EACH COMPONENT
COMMENCEMENT LETTER

5A.01 Developer Obligations. The Developer covenants not to commence construction of a Component until the Developer has requested in writing, and the City has issued and delivered to the. Developer, a Component Commencement Letter for that Component pursuant to this Section 5A. The Developer's delivery of such request for a Component Commencement Letter shall constitute a certification to the City, as of the date of such request, that no Event of Default or condition or event which with the giving of notice or passage of time or both would constitute an Event of Default, exists under this Agreement or any related agreement, and the representations and warranties contained in this Agreement and any related agreement are true and correct. The following conditions shall have been complied with to the City's satisfaction on or prior to the issuance of each Component Commencement Letter:

a) Project Budget. The Developer has submitted to DOH, and DOH has approved, a Project Budget for the Component in accordance with the provisions of Section 3.03, which identifies each City Lot, by PIN and address, included in the Component;

b) Scope Drawings and Approved Plans and Specifications. The Developer has submitted to DOH, and DOH

has approved, the Scope Drawings and Approved Plans and Specifications for the Component in accordance with the provisions of Section 3.02;

c) Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation for the Component, and has submitted evidence thereof to DOH;

d) Financing. To the extent not previously delivered under Section 5.04, the Developer has furnished proof satisfactory to the City that the Developer has Equity and/or Lender Financing in the amounts set forth in Section 4.01 to complete the Component and satisfy its obligations under this Agreement;

e) Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches as described under Section 5.05, updated within 45 days of the date the Developer submits the request for a Component Commencement Letter, as described under Section 5.05, showing no liens against the Developer;

f) Insurance. The Developer, at its own expense, has insured the Property included with such Component in accordance with Section 12, and has delivered certificates required pursuant to Section 12 evidencing the required coverages to DOH;

g) Opinion of the Developer's Counsel. On the date the Developer submits the request for a Component Commencement Letter, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit E, with such changes as required by or acceptable to Corporation Counsel:

h) Documentation. The Developer has provided documentation satisfactory to DOH and the Department of Purchases, Contracts and Supplies with respect to current employment matters on the prior and pending Components of the Project, the MBEAA/BE utilization plan for the pending Component of the Project, and a progress report containing all current information, if any,

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requested under Section 8.06 herein, and DOH has approved the same; provided, each such MBEAA/BE utilization report will be in the format of the City's Schedule D, D-1, D-2, and D-3 "Compliance Plan Regarding MBE&WBE Utilization"; and provided, further, concurrent with the submission of each such utilization report, Developer must also identify the efforts of outreach, inclusion, and workforce development engaged in by Developer concerning MBEAA/BE contracting;

(i) Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles of Organization or Articles of Incorporation, as applicable, containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which the Developer is qualified to do business; a secretary's certificate or similar instrument in such form and substance as the Corporation Counsel may require; operating agreement of the entity; and such other organizational documentation as the City has requested; and an Economic Disclosure Statement, in the City's then current form, dated the date the Developer submits the request for a Component Commencement Letter;

(j) Litigation. The Developer has provided to the Corporation Counsel and DOH a description of all pending or threatened litigation or administrative proceedings involving the Developer that will or may affect the ability of the Developer to complete the pending Component of the Project in accordance with this Agreement, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance;

(k) Construction Contract. The Developer has submitted a copy of the Construction Contract for the pending

Component of the Project pursuant to the requirements of Section 6.01 herein; and

(l) Non-Commencement of Construction. There is no evidence that construction on the Component has yet commenced.

5A.02 City Actions; Right of Entry.

a) Issuance of Component Commencement Letter. Upon the City's satisfaction with the Developer's documents and information as set forth in Section 5A.01 above for each pending Component of the Project, City will issue a Component Commencement Letter to Developer in the form set forth in Exhibit C hereto.

b) Right of Entry. Subject to the terms and conditions set forth herein, effective upon the issuance of each Component Commencement Letter, the City will grant to Developer a right of entry (the "Right of Entry") to each City Lot included in such Component Commencement Letter for the sole purpose of allowing Developer to perform the Environmental Remediation Work and site preparation on such City Lot as contemplated by this Agreement. The Right of Entry extends to, and Developer shall be responsible for, its agents, employees, contractors, subcontractors, consultants, invitees, guests, vendors, patrons and any other parties who enter each City Lot at Developer's direction or with Developer's consent (collectively, "Agents"). Developer shall be responsible for ensuring that all Agents comply with Developer's obligations under this Agreement, and non-compliance by any Agent shall be deemed to be non-compliance by Developer. The Right of Entry is subject to all easements, encroachments, covenants, restrictions

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of record and not shown of record, and any other title encumbrances or defects affecting each City Lot. Developer acknowledges that the City has not performed any title or survey work in connection with the negotiation and execution of this Agreement and agrees that it is Developer's sole responsibility and obligation to confirm that the Activity occurs solely within each City Lot.

The term of the Right of Entry with respect to a City Lot shall begin on the date the City issues a Component Commencement Letter including such City Lot and shall terminate upon the earlier of: (a) the Term of the Agreement; or (b) the completion of the Environmental Remediation Work and site preparation work on such City Lot in accordance with this Agreement, whichever is earlier. Licensee agrees to notify the City at least two (2) days prior to commencing the Environmental Remediation Work and site preparation work on each City Lot unless the City provides otherwise.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors, (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DOH for its inspection and written approval. Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. Developer shall submit copies of the Construction Contract to DOH in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the Improvements shall be provided to DOH within five (5) business days of the execution thereof; provided that if the Developer serves as the General Contractor, then subcontracts shall be subject to the approval requirements in Section 6.02. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Approved Plans and Specifications have been approved by DOH and all requisite permits have been obtained.

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, Developer does not solicit bids pursuant to Section 6.01(a), then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed 10% of the total amount of the Construction Contract. Except as explicitly stated in this paragraph, all other provisions of Section 6.01(a) shall apply, including but not limited to the requirement that the General Contractor shall solicit competitive bids from all subcontractors

6.02 Construction Contract. Prior to the execution thereof, Developer shall deliver to DOH a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DOH's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by Developer, the General Contractor and any other parties thereto, Developer shall deliver to DOH and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto. If the Developer serves

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as the General Contractor, then this Section shall apply to each agreement between Developer and any subcontractor.

3 Performance and Payment Bonds. If required by the City, prior to the commencement of any portion of the Project, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as Exhibit G hereto. The City shall be named as obligee or co-obligee on any such bonds. Developer may, subject to the approval of the City, post a letter of credit in lieu of such bond.

4 Employment Opportunity. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.08 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBEAA/BE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records). Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Improvements shall be provided to DOH within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF COMPONENT

7.01 Certificate.

Upon completion of each Component as identified on the Project Budget in accordance with the terms of this Agreement, and upon the Developer's written request, DOH shall issue to the Developer a Certificate with respect to such Component. No Certificate shall be issued unless DOH is satisfied that the Developer has fulfilled all of the following obligations that pertain to the requested Certificate:

- i) The City's Monitoring and Compliance Unit has verified that, at the time the Certificate is issued for the Component, the Developer is in full compliance as determined on a Component-wide basis, with City requirements set forth in Section 10.01, Section 10.03 (MAA/BE) and Section 8.08 (Prevailing Wage) with respect to construction of the Project.
- ii) The Developer has submitted to DOH adequate documentation of Project Costs incurred and paid by Developer for the Component.

iii) There exists neither an Event of Default (after any applicable cure period) which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

iv) Certification by DOH and DAIS that the Component has been completed and built in accordance with Approved Plans and Specifications.

DOH shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either the requested Certificate or a written statement detailing the ways in which

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the Component does not conform to this Agreement or has not been satisfactorily completed, and the measures that must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon its completion of such measures.

2 Effect of Issuance of Certificate, Continuing Obligations. A Certificate relates only to the completion of the applicable Component, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities for the applicable Component have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

3 Failure to Complete. For a Component or City Lot for which the City has issued a Component Commencement Letter, if Developer fails to complete such Component or City Lot in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

b) the right (but not the obligation) to complete those Improvements that are public improvements and to pay for the costs of Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such Improvements in excess of the available City Funds; and

c) the right to seek reimbursement of the City Funds from Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of the Bonds.

4 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DOH shall provide Developer, at Developer's written request, with a written notice stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

8.01 General. Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

a) Developer is an Illinois not-for-profit corporation duly organized, validly existing, qualified to do business in

Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement,

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c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

d) [intentionally omitted];

e) Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Developer which would impair its ability to perform under this Agreement;

g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, Developer shall not do any of the following without the prior written consent of DOH: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(k) Developer has not incurred, and shall not allow the existence of any liens against the Property (or improvements thereon), or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in

connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code,

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(m) neither Developer nor any affiliate of Developer 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. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, 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.

(n) Developer understands that Developer will have no right to compel the exercise of any taxing power of the City for payment of any Incremental Taxes and understands that the obligations under this Agreement to pay or reimburse Developer with Incremental Taxes (i) are limited obligations of the City, payable solely from moneys on deposit in the designated project account of the applicable TIF Fund; (ii) do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; and (iii) do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(o) Developer has sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information to be able to evaluate the risks associated with the receipt of City Funds;

(p) Developer understands that there is no assurance as to the amount or timing of receipt of City Funds, and that the amounts of City Funds actually received by such party are likely to be substantially less than the maximum amounts set forth in Section 4.03(b);

(q) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.21 of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

(r) Developer acknowledges that with respect to City Funds, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, to any holder of a note relating to City Funds or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise, and shall have no liability with respect thereto.

8.02 Covenant to Redevelop Upon DOH's approval of the Project Budget, the Scope Drawings and Approved Plans and Specifications as provided in Sections 3.02 and 3.03, and Developer's receipt of all required building permits and governmental approvals, and the City's issuance of a Component Commencement Letter. Developer shall redevelop such Component of

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the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Bond Ordinance, the Scope Drawings, Approved Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. With respect to each Component, the covenants set forth in this Section shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

3 Redevelopment Plan. Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan, which is hereby incorporated by reference into this Agreement.

4 Use of City Funds. City Funds disbursed to Developer shall be used by Developer solely to pay for (or to reimburse Developer for its payment for) the Improvements as provided in this Agreement.

5 Environmental. Developer covenants and agrees to execute and complete the Project in accordance with the terms set forth in Section 11.

6 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.08, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 75% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DOH which shall outline, to DOH's satisfaction, the manner in which Developer shall correct any shortfall.

7 Employment Profile. Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DOH, from time to time, statements of its employment profile upon DOH's request.

8 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section.

9 Arms-Length Transactions. Unless DOH has given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any Improvement Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DOH's request, prior to any such disbursement.

10 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

11 Disclosure of Interest. Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property or any other aspect of the Project.

12 Financial Statements. Developer shall obtain and provide to DOH Financial Statements for Developer's fiscal year ended the year before the Closing Date and each year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DOH may request.

13 Insurance. Developer, at its own expense, shall comply with all provisions of Section 12.

14 Developer's Liabilities. Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of Developer to any other person or entity. Developer shall immediately notify DOH of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

15 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

16 Liens. Developer shall not, without the prior written consent of DOH, which DOH may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon any City Lot or any portion thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims); or (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting any City Lot or any portion thereof.

17 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant, to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56

of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

18 FOIA and Local Records Act Compliance.

a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

b) Exempt Information. Documents that the Developer submits to the City during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive

harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DOH will evaluate whether such document may be withheld under the FOIA. DOH, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

19 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto" and (except as provided in Section 7 upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

1 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder

2 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer operating on the Property (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income 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. 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 Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's 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.

d) Each Employer, in order to demonstrate compliance with the terms of this Section, 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) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with 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 Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be

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(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02.

10.02 City Resident Construction Worker Employment Requirement. Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Developer may request a reduction or waiver of this minimum percentage level of Chicagoans. as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

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

Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports shall be submitted electronically to the DOH Construction Compliance & Monitoring Division which via the approved electronic monitoring software.

Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the DOH Construction Compliance & Monitoring Division, the Commissioner of DOH, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DOH, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of Developer, the General Contractor and each subcontractor to provide utilization of 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 concerning the worker hours performed by actual Chicago residents

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the

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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. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer 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 Developer, the General Contractor and/or the subcontractors to prosecution'. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

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 or related documents.

Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03. MBEAA/BE Commitment. 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 Project:

a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBEAA/BE Program"), and in reliance upon the provisions of the MBEAA/BE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the Project Budget shall be

expended for contract participation by MBEs and by WBEs:

- 1) At least 26 percent by MBEs.
- 2) At least six percent by WBEs

b) For purposes of this Section 10 03 only, Developer (and any party to whom a contract is let by Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by 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, as applicable

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(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBEAA/BE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by 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 joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by 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 Project to one or more MBEs or WBEs, or by the purchase of materials or services used in 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 Developer's MBEAA/BE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DOH.

d) Developer shall submit electronic utilization reports to the City's monitoring staff during the Project tracking its efforts to achieve compliance with this MBEAA/BE commitment. Such reports shall be based upon the Schedules D & C that have been submitted prior to construction. Additionally, the Developer and its GC must submit upon request the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation upon request to demonstrate good faith efforts.

Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Developer, on five Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBEAA/BE participation and the status of any MBE or WBE performing any portion of the Project.

e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, 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, as applicable.

f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

g) Prior to the commencement of the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff. Failure to electronically report requested compliance documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation that Developer is not complying

with its obligations under this Section 10.03, shall, upon the delivery of written notice to 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: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

T1.1 Release and Indemnification. Developer hereby represents and warrants to the City that Developer will execute and complete all Environmental Remediation Work required to either obtain an NFR or Mitigation Implementation Report Approval Letter from DAIS and sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Approved Plans and Specifications and all amendments thereto, the Bond Ordinance and the Redevelopment Plan.

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Substances on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substances from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

11.3 Environmental Remediation. Prior to the Outside Execution Date and pursuant to the results of the Phase I ESA or property screen for each City Lot, and with respect to (b) and (c) below, DAIS shall require one of the following for each City Lot prior to the conveyance of such City Lot:

a) Proceed with Development. If no recognized environmental conditions or environmental concerns are identified at the City Lot(s) or adjacent/nearby properties that DAIS considers to be of concern, these City Lots will be sold without environmental remediation after site preparation work is completed. For City Lot(s) with no environmental concerns, sections 11.4 Reporting, 11.6 Environmental Consultant Oversight, and 11.12 Soil Management Plan. If contamination is identified during site preparation work, the Developer shall contact DAIS to determine if SRP enrollment is necessary or the AER option is available.

b) SRP Enrollment If the Phase II ESA identifies contamination above residential remediation objectives at

the City Lot(s), or any portion thereof, DAIS may require that these City Lots be enrolled in the SRP. The Developer shall undertake all Environmental Remediation Work.

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that may be needed to obtain a Final NFR Letter. All sampling scopes shall be approved by DAIS prior to commencement and all reports shall be reviewed and approved by DAIS prior to IEPA submission. The City reserves the right to include or reference in any Deeds the environmental requirements set forth in the Final NFR Letter. Subsequent to the recording of any Final NFR Letter, these City Lots will be sold pursuant to the terms and conditions of the Land Sale RDA.

c) Alternative Environmental Requirements. If the Phase II ESA identifies contamination above residential remediation objectives at the City Lot(s), or any portion thereof, and DAIS determines that the contamination can be addressed with basic engineered barriers, DAIS may offer the Developer the option to forgo SRP enrollment and meet the City's Alternative Environmental Requirements. The Developer covenants and agrees to complete all Environmental Remediation Work necessary to obtain DAIS's Mitigation Implementation Report Approval Letter stating that all Environmental Remediation Work has been satisfactorily completed based on the DAIS-approved Mitigation Plan.

If a City Lot qualifies for the AER option a "perimeter foundation", as detailed in plans titled "Prefabricated Modular S.F. Start Home: Submitted for Prototype Approval" prepared by Ellipsis Architecture on April 1, 2021, cannot be used as an engineered barrier unless modified or already approved by the IEPA. Under this condition, if a City Lot is to have a "perimeter foundation" for development and contamination was identified, it must be enrolled in the SRP.

For this remediation option, the Developer shall be responsible for completing a Mitigation Plan and Mitigation Implementation Report for DAIS review and approval. The Developer shall address any issues that DAIS may identify during report review until DAIS approval is obtained.

Within forty-five (45) days of the Developer's receipt of DAIS's written approval of the Mitigation Implementation Report, the Developer shall record the approved Maintenance Plan, including a scaled diagram showing the locations and depths of any engineered barriers installed on the City Lot with the Recorder's Office.

The Developer acknowledges and agrees that site preparation work cannot commence until either a RAP Approval Letter is obtained from the IEPA or DAIS has issued a Mitigation Plan Approval Letter.

The Developer further acknowledges and agrees that City Lots subject to (b) or (c) cannot be transferred until either a Mitigation Plan Approval Letter has been provided by DAIS or a RAP Approval Letter has been received from the IEPA, pursuant to the terms of this Agreement and in accordance with the Land Sale RDA.

The Developer shall comply with all land use restrictions, maintenance of engineered barriers, institutional controls and other terms and conditions contained in any Maintenance Plan or Final NFR Letter for the City Lots. This shall include repairing any damage to the engineered barriers that may incur during site prep or construction activities to prevent voiding the Final NFR Letter or Mitigation Implementation Report Approval Letter.

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

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11.4 Reporting.

a) DAIS's, or DAIS's representative's, approval of documents shall not be unreasonably withheld or conditioned. DAIS, or DAIS's representative, shall either approve or return, with its reasons why it cannot approve, any document within 14 days.

b) The Developer agrees to promptly deliver to the City copies of all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer regarding the condition of the City Lot(s) if such documentation is prepared as part of the Project. If applicable, the City shall have the right to review in advance and approve all documents that will be submitted to the IEPA under the Site Remediation Program (SRP), as amended or supplemented from time to time, including, without limitation, the "SRP Documents" and SMP, and any changes thereto, and the Developer's estimate of the cost to perform the Environmental Remediation Work. The > reports should be sent to electronically to DAIS.

c) The Developer shall submit weekly reports each Monday to DAIS, or DAIS's representative, detailing the Project activities conducted during the previous week, identifying any issues or concerns, confirming environmental consultant oversight as applicable, and detailing any planned work for the following week. A spreadsheet and report.template shall be agreed upon between the Developer and DAIS prior to the start of any Work.

d) For City Lots that require SRP enrollment or meet the City's AER's, the Developer shall prepare and implement a Soil Management Plan ("SMP"), as detailed in Section 11.12. The document should include at a minimum: the site-specific soil excavation, disposal, storage, and reuse procedures; material testing requirements (waste characterization); and environmental oversight plan. Material that is to be reused and work in the public right-of-way (i.e., the sidewalk or greenspace) shall also be included in the document. The SMP is subject to DAIS review and approval prior to being implemented.

e) All Project documents shall be uploaded to a shared file hosting service. The Developer shall inform DAIS, or DAIS's representative, when files that require DAIS's review are uploaded, if an agreed upon due date was not determined.

11.5 Sustainability Requirements: Sustainable requirements for site preparation, remediation, and building specification development are as follows.

a) Prepare and implement a Stormwater Pollution Prevention Plan for erosion and sediment control. This Plan shall be made available to the City upon request.

b) If site work includes running electric, then one parking spot for every 5 units will be made "EVSE-Ready" by providing conduit and wiring for a 40-ampere, 208- or 240- volt dedicated branch circuit terminating at a receptacle, junction box, or electric vehicle supply equipment adjacent to the parking space, or "EVSE-Installed" (Chicago Municipal Code 17-10-1011).

c) When concrete is used, a minimum of 25% of the cementitious materials shall be from recycled content (fly ash or slag)

d) Enforce the 3-minute anti-idling ordinance for diesel powered vehicles during construction (Chicago Municipal Code 9-80-095)

e) Recycle at least 50% of materials considered construction and demolition debris (C&D) removed from the City Lots (Chicago Municipal Code 11-4-1905).

f) Install or retain at least one parkway tree per 25 linear feet of street frontage with a minimum caliper size of 2.5 inches except where prohibited by Municipal Code Section 10-32. (CDOT Regulations for Openings, Construction and Repair in the Public Way, June 2012). Tree type should be selected based on the Chicago Urban Tree Planting List and meet the Bureau of Forestry's diversity requirements, per Municipal Code Section 10-32-030(g).

6 Environmental Consultant Oversight. During times when any earthwork activities, such as backfilling, loading of waste for disposal or importing clean fill, are being conducted, the Developer must have a qualified environmental consultant on site to oversee and document activities at a level sufficient for a RACR certification when City Lots qualify for SRP enrollment or the AER. The Developer shall submit to DAIS, or DAIS's representative, the environmental consultant's scope of work for approval prior to starting the Project, which will not be unreasonably withheld.

The Developer shall work with DAIS's on-site representative when activities such as, but not limited to, importing material to the City Lots and the installation of engineered barriers occur. DAIS's representative shall have the ability to prevent the Developer, or its Agents, from importing contaminated material to a site, stop work, correct barrier installation, or halt other field work that was not previously approved by DAIS or is not in accordance with the approved plans.

7 Soil Removal/Disposal. If soil or C&D must be removed from the City Lots, it must be disposed of at a properly permitted landfill with prior approval from the IEPA, DAIS, or DAIS's Representative. No soil or materials generated from the City Lots can be disposed as "uncontaminated soil" using an IEPA LPC-662 Source Site Certification. All soil disposed as C&D or uncontaminated soil must be sampled and an LPC-663 Uncontaminated Soil Certification must be used.

The Developer, or its Agents, must obtain written approval from DAIS, or DAIS's representative, of all reuse, recycling and disposal locations before any material may be sent to such locations. If soil is sent to a location that is not approved by DAIS, the Developer, or its Agents, must retrieve the materials and take it to an approved location at no additional cost to DAIS. The Developer shall submit to DAIS a "Contractor's Affidavit Regarding Removal All Waste Materials and Identification of All Legal Disposal and Recycling Sites" form for review and approval of disposal facilities prior to the start of work

8 Generator Duties. The City authorizes the Developer to perform Generator duties on behalf of the City with respect to pre-existing hazardous waste and non-hazardous special waste encountered on City Lots for the duration of the Environmental Remediation Work, including but not limited to completing and signing, on behalf of the City, the following types of documents on the basis of the Developer's personal knowledge of the information stated in such documents: (1) Uniform Hazardous Waste Manifests, (2) waste profile sheets, and (3) generator's certifications of non-special waste. The Uniform Hazardous Waste Manifest shall be prepared using U.S Environmental Protection Agency (USEPA) Form 8700-22 (and, when necessary, Form 8700-22A) received from a USEPA-approved registrant. When completing a Uniform Hazardous Waste Manifest for such pre-existing waste, the Developer shall identify the City in

box #5 of the manifest (Generator's Name) and provide the City's generator identification number in box #1 of the manifest (Generator ID^S Number). The Developer also shall identify the Developer's company name and address, and project name, in box #14 (Special Handling Instructions and Additional Information) of the hazardous waste manifest. The authorization to sign manifests on behalf of the City expires concurrently with the completion of the Environmental Remediation Work (evidenced by the issuance of the Completion Certificate) unless revoked sooner by the City.

The Developer shall maintain on file and provide the City, prior to commencement of the Work, with documentation that the person(s) preparing or signing Uniform Hazardous Waste Manifests) on behalf of the City have

completed appropriate U.S. Department of Transportation training pursuant to 49 CFR 172 Subpart H, and that such training is current. Training documentation shall include (1) the person(s) name, job title and employer, (2) the name and address of the entity or person(s) that provided the training, (3) a description, copy or location of the training materials, (4) a certificate of training completion, and (5) a date of the training completion.

Prior to executing or filing any manifest or waste profile sheet on behalf of the City, the Developer shall notify the City and provide the draft manifest, the waste profile sheet, and supporting documentation, including waste characterization, to the City for its review and approval. The Developer shall provide to the City copies of the initial Uniform Hazardous Waste Manifests, non-hazardous waste shipping papers, and associated waste profile sheets within five business days of each waste shipment.

For purposes of this Agreement, only, "pre-existing hazardous waste and non-hazardous special waste" means hazardous and non-hazardous special waste arising from contamination or conditions that occurred or existed prior to the Effective Date, such as soil or groundwater contamination resulting from a release that occurred prior to the Effective Date or a drum of oil that was abandoned on the Public Improvements Property prior to the Effective Date.

9 Public Right-of-Way Remediation. Public right-of-way need not be enrolled in the SRP, and the Developer is not obligated to pursue or obtain an NFR letter for such property. However, the Developer shall remove any soil not meeting the requirements of 35 IAC Section 742.305.

The Developer shall also conduct sufficient additional soil and/or groundwater sampling prior to construction to identify construction worker caution areas, hot spots that may require remediation, and soil management requirements. A sampling plan must be submitted to, and approved by, DAIS prior to starting this work.

The Developer shall install an SRP-compliant engineered barrier, if required by DAIS, to ensure protection of public health and the environment, in portions of the Public Improvements which otherwise are to be landscaped and are adjacent to public open space or residential land use. The SRP-compliant engineered barrier should be constructed of asphalt, concrete, three feet of clean fill, or other alternative barrier type typically approved by IEPA for similar sites.

10 Sampling Requirements. All sampling should be conducted in accordance with all applicable subsections of Illinois Environmental Protection Agency, Title 35: Environmental Protection, Subtitle G: Waste Disposal, Chapter f Pollution Control Board and Part 740, Site

Remediation Program. In addition, the laboratory procedures and methods should meet the minimum specified detection limits in accordance with 35 IAC Part 742, TACO Sampling results must be compared to the appropriate TACO objectives based on the future property use.

Unless otherwise approved by the City, all soil boring and/or monitoring wells installed must be properly abandoned within the Term of the Agreement and pursuant to the requirements provided in Section 920.120 of the Illinois Water Well Construction Code (77 Ill. Adm. Code 920).

If any bore holes exceed 30 feet in depth, gas levels must be measured at the surface of the borehole. If gas levels exceed the warning level (10-20% of LEL), all drilling and construction activities in the immediate vicinity of the borehole must be stopped. Once the gas meter levels indicate that the methane in the borehole has dissipated or is below the warning level (10-20% of LEL), the construction activities may continue.

11 Imported Material. Any backfill material brought on to the City Lots by the Developer or their Agents must be either a) certified virgin stone or b) tested for Target Compound List parameters (35 IAC 740, Appendix A) and meet the most stringent objects for residential land use included in 35 IAC 742, Appendix B, Table A.

- a) Quarry generated virgin source materials do not need to be tested, but certification from the source (quarry) must be provided to DAIS or DAIS's representative prior to importing the material to the City Lots.
- b) Tested material shall be verified by providing results from a laboratory accredited by the IEPA's Environmental Laboratory Accreditation Program. The date of the analysis shall be within 90 days of importing such material to the City Lots unless otherwise approved by the City. Prior to importing, non-virgin source materials shall be sampled at a frequency of one (1) sample per 500 cubic yards per source unless otherwise approved by the City. Prior to importing any materials on the Development Parcel(s), written approval provided by DAIS or DAIS's representative is required, which will not be unreasonably withheld.
- c) The Developer must provide copies of all daily reports, transport manifests, and weight tickets or receipts (as applicable) to DAIS or DAIS's representative on a weekly basis documenting all materials imported to the site and detailing where they were specifically placed. The Developer must prepare a log of all material imported to the Development Parcels and shall provide the logs, copies of daily reports, transport manifests, and weight tickets of receipts (as applicable) in the RACR.
- d) No biosolids or biosolids-based products from the Metropolitan Water Reclamation District or any other source may be imported for any purpose.

12 Soil Management Plan. A Soil Management Plan ("SMP") should be prepared and implemented during construction to document, at a minimum: the site-specific soil excavation, disposal, storage, and reuse procedures, imported material testing requirements; and environmental oversight plan. The SMP can be included in the Mitigation Plan if the City's Alternative Environmental Requirements are to be met. The Soil Management Plan is subject to DAIS review and approval prior to being implemented.

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Unless sufficient testing is performed to determine compliance with Illinois EPA's Clean Construction and Demolition Debris ("CCDD") regulations, all soil being removed during construction must be disposed of in accordance with applicable regulations to a Subtitle D landfill. DAIS shall have the right to review the testing results and approve of the disposal facilities to be utilized by the Developer.

DAIS's review and approval of plans shall not be unreasonably withheld or conditioned. DAIS shall either approve or return, with its reasons why it cannot approve, any document or cost estimate within 14 days of the Developer's submission of such document or cost estimate for DAIS's review.

13 Hazardous Substances. The Developer shall not use or store any Hazardous Substances on City property unless otherwise approved by the City. The Developer shall promptly notify the City if any Hazardous Substances are found or spilled on a Site.

14 Obligation to Restore the Property. In the event that City Lots are removed from the Project and will remain under City ownership, the Developer must restore the City Lots to a safe condition and address any outstanding regulatory requirements triggered during the Project, if requested by the City. This would include, but is not limited to, backfilling all excavations performed by the Developer to bring the City Lots back up to grade as of Effective Date; removing utilities, pipes, geopiers, footings and foundations installed by the Developer during the term of this Agreement, unless otherwise requested by the City to remain in its current condition; disposing of any Waste generated from the Project; removing USTs encountered during the Project and conducting associated laboratory analysis, reporting, and remediation of the City Lots in accordance with UST and LUST Regulations. The Developer shall remove all Personal Property, trash, wastes and debris placed on the City Lots by the Developer or its Agents if the City Lots will remain under

City ownership or upon completion of the Work. Any personal property, trash or debris left by the Developer on or about the City Lots shall be considered abandoned and may be disposed of in the City's sole discretion. The Developer shall be responsible for any contamination that was exacerbated by the Developer or any damage to the City Lots or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or omissions of the Developer or its Agents, including but not limited to, vandalism or misuse of the City Lots, and shall undertake any repairs necessitated by such acts or omissions.

15 Compliance with All Laws. The Developer and its Agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, laws (including common law), ordinances, codes, rules and regulations (collectively, "Laws"). Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

16 Permits Prior to entering the City Lots, the Developer must secure, or cause its Agents to secure, at its sole cost and expense, all necessary permits and governmental approvals required to perform the Project such as, but not limited to, notifying 811 Chicago (DIGGER) or submitting project review requests with the Office of Underground Coordination, if needed. The Developer understands that this Agreement shall not act as a substitute for any such permits or approvals that may be required. The Developer shall provide copies of all required permits and approvals to the City prior to entering the City Lots.

17 Spills. If the Developer or its Agents causes a spill or release of a hazardous substance during the Work, the Developer or its Agents must stop work immediately and contact

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DAIS's Environmental Health and Safety Bureau's Deputy Commissioner at 312-744-9139 and kimberly.worthington(5)@cityofchicago.org. The Developer shall be responsible for cleaning up the spill including waste disposal as well as all notifications and reporting to any applicable agencies.

SECTION 12. INSURANCE

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

a) Prior to execution and delivery of this Agreement.

i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects,

contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$ 500,000 each accident, illness or disease.

ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following. All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

iii) Automobile Liability (Primary and Umbrella)

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When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the 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.

iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

v) All Risk /Builders Risk

When Developer undertakes any construction, including improvements, betterments, and/or repairs, Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

vi) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$ 1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable

Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the recreation and reconstruction of such records

viii) Contractors Pollution Liability

When any Environmental Remediation Work is performed which may cause a pollution' exposure, Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 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

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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. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

Developer must furnish the City of Chicago, Department of Housing, City Hall, Room 1000, 121 North LaSalle Street 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. Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for Developer to obtain and maintain the specified coverages. Developer shall advise all insurers of the Agreement provisions regarding insurance. 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 stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance must provide for 60 days 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 and Contractors.

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 Developer's liabilities and responsibilities specified within the Agreement or by law

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

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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.

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

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

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

- i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
- ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the Improvements or any other Project improvement; or
- iii) the existence of any material misrepresentation or omission in this Agreement, any official statement, limited offering memorandum or private placement memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or
- iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto,

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them The

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provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by Developer hereunder:

- a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;
- b) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property, assets, operations or condition, financial or otherwise;
- c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
- d) the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, or the making or any attempt to make any levy, seizure or attachment thereof,
- e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer, provided, however, that if such commencement

of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

g) the entry of any judgment or order against Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

h) the occurrence of an event of default under the Lender Financing or the Land Sale RDA, which default is not cured within any applicable cure period;

(i) the dissolution of Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against Developer or any natural person who owns a material interest in Developer, which is not dismissed within thirty (30) days, or the indictment of Developer or any natural person who owns a material interest in Developer, for any crime (other than a misdemeanor);

(k) prior to the expiration of the Term of the Agreement, the sale or transfer of a majority of the ownership interests of Developer without the prior written consent of the City; or

(l) The failure of Developer, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer, to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer.

For purposes of Sections 15.01 (i) and 15 01(i), a person with a material interest in Developer shall be one owning in excess of ten (10%) of Developer's membership interests.

2 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, and/or seek reimbursement of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein.

3 Curative Period In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant

In the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty

(30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 16. [intentionally omitted]

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City. City of Chicago Department of Planning **If to Developer.** Chicago Neighborhood Initiatives, and Development 121 North LaSalle Street, Room Inc. 1000 E. 111 th Street - 10th Floor Chicago, IL 1000 Chicago, Illinois 60602 Attention: Commissioner 60628 Attn: David Doig

and City of Chicago Department of Housing 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602

Attention: Commissioner

With Copies To: City of Chicago Department of Law With Copies To: DLA Piper LLP (US) 444 W Lake St 121 North LaSalle Street, Room 600 Chicago, Illinois #900 Chicago, IL 60606 Attn: Mariah F DiGrino,

60602, Attention: Finance and Economic DevelopmentEsq. Division

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following

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deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days; provided, that an amendment to this Agreement pursuant to Section 4.06(b), Project Shortfall, shall not constitute a "material" amendment.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties

hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

3 Limitation of Liability. No member, official or employee of the City shall be personally liable to 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 Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

4 Further Assurances. Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

5 Waiver. Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

6 Remedies Cumulative The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

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7 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

9 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the Bond Ordinance, such ordinance(s) shall prevail and control.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

13 Approval. Wherever this Agreement provides for the approval or consent of the City, DOH or the Commissioner, or any matter is to be to the City's, DOH's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DOH or the

Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DOH in making all approvals, consents and determinations of satisfaction, granting a Certificate or otherwise administering this Agreement for the City.

14 Assignment. Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.16 (Liens) and 8.19 (Survival of Covenants), for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

15 Binding Effect This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

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16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agree to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the

Municipal Code, (B) that Developer 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 that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), 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 any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, 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 that creates a Financial Interest, and (C) 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

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grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

My Commission Expires_

(SEAL)

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EXHIBIT A

PROPERTY [Attached]

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PIN	ADDRESS	PIN	ADDRESS
1623213003	1311 S SAWYER AVE	1624102007	1315 SKEDZIE AVE
1623213015	1312 SKEDZIE AVE	1624102008	1319 SKEDZIE AVE
1623220027	1444 S SAWYER AVE	1624102009	1321 SKEDZIE AVE
1623220028	1440 S SAWYER AVE	1624102024	1316 S TROY ST
1623221009	1421 S SAWYER AVE	1624102025	1320 S TROY ST
1623221010	1425 S SAWYER AVE	1624103001	1301 S TROY ST
1623221014	2433 S CHRISTIANA AVE	1624103002	1303 S TROY ST
1623221015	1437 S SAWYER AVE	1624103017	1300 S ALBANY AVE
1623221016	1435 S SAWYER AVE	1624103020	1310 S ALBANY AVE
1623221019	1447 S SAWYER AVE	1624103021	1312 S ALBANY AVE
1623221026	1430 SKEDZIE AVE	1624103022	1316 S ALBANY AVE
1623221027	1432 SKEDZIE AVE	1624103023	1318 S ALBANY AVE
1623221028	1434 S KEDZIE AVE	1624103024	1320 S ALBANY AVE
1623221029	1438 SKEDZIE AVE	1624103025	1322 S ALBANY AVE
1623228034	1532 S SAWYER AVE	1624103026	1326 S ALBANY AVE
1623228043	1554 S SAWYER AVE	1624103029	1336 S ALBANY AVE
1623229001	1503 S SAWYER AVE	1624104010	1433 S KEDZIE AVE
1623229003	1509 S SAWYER AVE	1624104011	3148 W 15TH ST
1623229020	1553 S SAWYER AVE	1624104012	3146 W 15TH ST
1623229022	1559 S SAWYER AVE	1624104013	3144 W 15TH ST
1623229029	1530 SKEDZIE AVE	1624104014	3142 W 15TH ST
1623406018	1604 S SAWYER AVE	1624104015	3138 W 15TH ST
1623406019	1608 S SAWYER AVE	1624104019	3122 W 15TH ST
1623406023	1620 S SAWYER AVE	1624105017	3121 W 15TH ST
1623407001	1601 S SAWYER AVE	1624105020	3140 W 15TH PL
1623413033	1832 S SAWYER AVE	1624105021	3136 W 15TH PL
1623414012	1825 S SAWYER AVE	1624105022	3134 W 15TH PL
1623414014	1829 S SAWYER AVE	1624105023	3132W15TH PL
1623414042	1858 SKEDZIE AVE	1624105029	1502 S ALBANY AVE
1623421021	1900 S SAWYER AVE	1624105037	1520 S ALBANY AVE
1623421023	1904 S SAWYER AVE	1624106003	1549 SKEDZIE AVE
1623421036	1938 S SAWYER AVE	1624106011	3147W15TH PL
1623422002	1903 S SAWYER AVE	1624106012	3145 W 15TH PL
1623422008	1921 S SAWYER AVE	1624106021	3146W16THST

1623422010	1927 S SAWYER AVE	1624106030	3122 W 16TH ST
1623422012	1931 S SAWYER AVE	1624301057	1875 SKEDZIE AVE
1623422022	1902 S KEDZIE AVE	1624301059	3150 W 19TH ST
1623422023	1902 S KEDZIE AVE	1624303001	1901 SKEDZIE AVE
1623422024	1906 SKEDZIE AVE	1624303002	1903 S KEDZIE AVE
1623422025	1908 S KEDZIE AVE	1624303010	1925 SKEDZIE AVE

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PIN	ADDRESS	PIN	ADDRESS
1623422036	1950 S KEDZIE AVE	1624303011	1929 S KEDZIE AVE
1624100011	1219 S KEDZIE AVE	1624303013	1933 S KEDZIE AVE
1624100020	1243 S KEDZIE AVE	1624303014	1935 S KEDZIE AVE
1624100024	1251 S KEDZIE AVE	1624303020	1957 SKEDZIE AVE
1624100026	1255 S KEDZIE AVE	1624304011	1923 S TROY ST
1624101025	1255 S TROY ST	1624304018	1951 S TROY ST
1624101026	1257 S TROY ST	1624304034	2016 S ALBANY AVE
1624101039	1248 S ALBANY AVE	1624311012	2116 S ALBANY AVE
1624102005	1311 S KEDZIE AVE	1624311013	2118 S ALBANY AVE
1624102006	1313 SKEDZIE AVE	1624311018	2130 S ALBANY AVE

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EXHIBIT B IMPROVEMENTS

TIF Funded Improvement (a)

Other Improvement

Environmental Remediation

Soil Removal, foundation removal and hauling

Removal of non-contaminated soil Removal of contaminated soil & clean backfill Removal of old foundations

X X

Excavation for new foundation

Parcels needing remediation Parcels not needing remediation

Water and Sewer Service

Mew Water/Sewer service in public way Removal of old utility connections
Installation of Water/Sewer to the new vertical
construction

Foundations

Parcels needing remediation (to the extent serving
as engineered barrier) Parcels not needing remediation

Right of way restoration & sod and soil when required for environmental barrier

X X

Geotechnical Reports Permits (b) Survey(b)

Construction Management @ 6% (b) Developer Fee @ 10% (b)

Turf X Trees X Sod X, Soil X X

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Total of all Improvements: \$4,416,752 (c)

NOTE: (a) TIF Funded Improvements are limited to Redevelopment Project Costs. If and to the extent that the City determines that a cost identified in the chart as a TIF Funded Improvement is not a Redevelopment Project Cost, then such cost may be treated as an Other Improvement.

b) To the extent that the cost in this line item is allocable to a Redevelopment Project Cost, then that portion of the cost shall be a TIF Funded Improvement. To the extent that the cost in this line item is allocable to the cost of an Other Improvement, then that portion of the cost shall be an Other Improvement.

c) Notwithstanding the total of Improvements or the amount of Project costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed the lesser of \$4,416,752 or 100% of actual total Project costs.

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EXHIBIT C

FORM OF COMPONENT COMMENCEMENT LETTER [prepare on

DOH letterhead] [date]

[Chicago Neighborhood Initiatives, Inc.]

Re: Approval to Commence Construction of Component under the terms and conditions of the CNI Site Preparation Redevelopment Agreement dated _____, (the "Agreement") between the City of Chicago ("City") and Chicago Neighborhood Initiatives, Inc. (the "Developer")

Ladies and Gentlemen:

Pursuant to the Agreement, the Developer has requested that the City approve the Developer's commencement of a Component of the Project (as defined in the Agreement). In support thereof, Developer has submitted documents and information to the Department of Housing under Section 5A.01 of the Agreement. Having reviewed all of such documents and information and found them sufficient, I declare that the City is satisfied that the Developer may proceed with the commencement of construction on the Component of the Project consisting of Improvements on the City Lots identified below:

PIN Address

[to be completed]

[to be completed]

CITY OF CHICAGO

Commissioner Department of
Housing

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EXHIBIT D

PROJECT BUDGET

TIF Eligible
Lots Needing Remediation

Clean Lots

Other City Funds

Other City Funds

Removal of non-contaminated soil]

Removal of contaminated soil S

Removal of old foundations \$

Excavation for New Foundation when remediation required \$
162,000

112,000 160,000 48 000

Excavation for New Foundation when no remediation required BSB&jjfiSSSSk?^

Clean Backfill when remediation required \$ 48,000

Clean Backfill when no remediation required

Water and Sewer Service

New Water/Sewer service in public way \$ Removal of old utility connections \$ Installation of Water/Sewer to the new vertical construction

\$ 520,000 j \$ • 104,000 BSSjfcidffi^x \$

\$ 312,000

Parcels needing remediation \$ Parcels not needing remediation^:

ROW Restoration

Geotechnical Reports

Permits

Surveys

Construction Management (S> 6% Developer Fee (S> 10%

1,248,000 196,000 162,500 28,500 219,908 00 365,044.00

4,416,752 00

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EXHIBIT E

OPINION OF DEVELOPER'S COUNSEL [To be retyped on
Developer's Counsel's letterhead]

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

- a) CNI Site Preparation Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer and the City of Chicago (the "City");
- b) [insert other documents including but not limited all lender financing related to the Project]; and
- c) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined

a) the original or certified, conformed or photostatic copies of Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business, (iii) By-Laws, as amended to date, and (iv) records of all corporate proceedings relating to the Project; and

b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of

Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that'

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1. Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign corporation under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, Developer's Articles of Incorporation or By-Laws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which Developer is a party or by which Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as defined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of Developer.

4. Each of the Documents to which Developer is a party has been duly executed and delivered by a duly authorized officer of Developer, and each such Document constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against Developer or affecting Developer or its property, or seeking to restrain or enjoin the performance by Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on Developer or its business.

6. To the best of our knowledge after diligent inquiry, there is no default by Developer or any other party under any material contract, lease, agreement, instrument or commitment to which Developer is a party or by which the company or its properties is bound.

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7. To the best of our knowledge after diligent inquiry, all of the assets of Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Documents.

8. The execution, delivery and performance of the Documents by Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

9. To the best of our knowledge after diligent inquiry, Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

10. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at Developer's request for the benefit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

By:
Name:

Chicago Neighborhood Initiatives, Inc.

By:

Name

Title:

Subscribed and sworn before me this

My commission expires: Agreed and accepted:

Name Title:

City of Chicago Department of Housing

EXHIBIT G FORM OF PAYMENT BOND

[not attached for introduction]

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

SECTION I -- GENERAL INFORMATION

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

Chicago Neighborhood Initiatives, Inc

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on

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

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

legal

2. name:

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section 11(B)(1))

State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 1000 E 111th Street, 10th Floor

Chicago, IL 60628

C. Telephone: (773) 301-2647 Fax: -

Email: jbransfield@cnigroup.org

<mailto:jbransfield@cnigroup.org>

D. Name of contact person: Jennifer Bransfield

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

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

Environmental Remediation and Site Preparation of City-Owned land. Please see exhibit A

G. **Which City agency or department is requesting this EDS? Department of Housing**

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

Specification # _____ and Contract U _____ J _____

Ver.201S-1 _____ Page 1 of 15

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

- Person
 Publicly registered business corporation Privately held business corporation Sole proprietorship General partnership Limited partnership Trust
 Limited liability company Limited liability partnership Joint venture
Not-for-profit corporation (Is the not-for-profit corporation also a 501(c)(3))?
M 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 Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name Title See attached list of executives

See attached list of directors

No members which are legal entities

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

Page 2 of 15

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
None		

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

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? Yes No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? Yes No

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

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party? Yes No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Paize3otT5
retained or anticipated to be retained)
DLA Piper

Address (subcontractor, attorney, lobbyist, etc.)

Legal
paid or estimated.) NOTE:
"hourly rate" or "t.b.d." is
not an acceptable response.

\$25,000 - Estimated

Suite 900

Chicago, IL 60606

(Add sheets if necessary)

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

SECTION V - CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

Yes No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity

compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Page 4 of 15

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

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

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business

entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Paut: 5 oi' 15

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [sec MCC Chapter 1 -23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1 -23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year

compliance timeframes in this Section V.

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

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

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

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

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.

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

N/A

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

is is not

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

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

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

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

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

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

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

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

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E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

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

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

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of

1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law. a member of Congress, an officer or employee of Congress, or an employee

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of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

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

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

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

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
 Yes No Reports not required

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

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

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at vAvw.cityofchicago.org/Ethics <<http://vAvw.cityofchicago.org/Ethics>>, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

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

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

in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

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

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CERTIFICATION

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

Chicago Neighborhood Initiatives, Inc (Print or type exact legal name of Disclosing Party)

David Doig

(Print or type name of person signing) President
(Print or type title of person signing)

Commission expires: 0 CJf-. \Zi ^ZJ^^

Signed and sworn to before me on (date) &bfir>b<zr <>{°,^ID<ai, at **Am A** _ County, (state). *Cook*

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

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

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

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% 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?

[JYes D<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% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

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

Yes No

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

Yes No ^ The Applicant is not publicly traded on any exchange.

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

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND
AFFIDAVIT
APPENDIX C

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

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

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

Yes

No

^ N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385. This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1). If you checked "no" to the above, please explain.

**CHICAGO
NEIGHBORHOOD
INITIATIVES"**

Chicago Neighborhood Initiatives Executives & Directors

David Doig

President

Jennifer Bransfield

Officer - Assistant Secretary

CHICAGO

**NEIGHBORHOOD
INITIATIVES"**

Chicago Neighborhood Initiatives

Board of Directors

Merlon Jackson	Chair	Christ Community Church
Bridget O'Keefe	Vice Chair	Daspin and Aumet
Timothy Frens	Treasurer	Plante Moran
Thomas McMahon	Secretary	Chicago Police Dept. (Ret.)
Angela Allen	Director	Mitchell Titus
Lisa Herrera	Director	MB Financial
Jeanne Gieseke	Director	U.S. Bank
Nicole Jackson	Director	Applegate Thorne-Thomsen
Darryl Jacobs	Director	Ginsberg & Jacobs
Angelica Marks	Director	University of Chicago
Willard Payton	Director	New Birth COGIC
Arnold Pugh	Director	Federal Reserve Bank (Ret.)
Christian Regan	Director	U.S. Bank CDC
Daniel Watts	Director	Forest Park National Bank

Exhibit A: Project Addresses and PINs

PIN	ADDRESS	PIN	ADDRESS
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1623213003	1311S SAWYER AVE	1624102007	1315 S KEDZIE AVE
1623213015	1312 SKEDZIE AVE	1624102008	1319 SKEDZIE AVE
1623220027	1444 S SAWYER AVE	1624102009	1321 S KEDZIE AVE
1623220028	1440 S SAWYER AVE	1624102024	1316 S TROY sr
1623221009	1421 S SAWYER AVE	1624102025	1320 S TROY ST
1623221010	1425 S SAWYER AVE	1624103001	1301 S TROY ST
1623221014	2433 S CHRISTIANA AVE	1624103002	1303 S TROY ST
1623221015	1437 S SAWYER AVE	1624103017	1300 S ALBANY AVE
1623221016	143S S SAWYER AVE	1624103020	1310 S ALBANY AVE
1623221019	1447 S SAWYER AVE	1624103021	1312 S ALBANY AVE
1623221026	1430 SKEDZIE AVE	1624103022	1316 S ALBANY AVE
1623221027	1432 S KEDZIE AVE	1624103023	1318 S ALBANY AVE
1623221028	1434 S KEDZIE AVE	1624103024	1320 S ALBANY AVE
1623221029	1438 S KEDZIE AVE	1624103025	1322 S ALBANY AVE
1623228034	1S32 S SAWYER AVE	1624103026	1326 S ALBANY AVE
1623228043	15S4 S SAWYER AVE	1624103029	1336 S ALBANY AVE
1623229001	1S03 S SAWYER AVE	1624104010	1433 SKEDZIE AVE
1623229003	1S09 S SAWYER AVE	1624104011	3148 W 1STM ST
1623229020	15S3S SAWYER AVE	1624104012	3146W1STH ST
1623229022	1S59S SAWYER AVE	1624104013	3144W1STHST
1623229029	1S30 S KEDZIE AVE	1624104014	3142 W 15TH ST
1623406018	1604 S SAWYER AVE	1624104015	3138W15TH ST
1623406019	1608;S SAWYER AVE	1624104019	3122W15THST
1623406023	1620'S SAWYER AVE	1624105017	3121 W 1STH ST
1623407001	1601.S SAWYER AVE	1624105020	3140W15TH PL
1623413033	1832'S SAWYER AVE	1624105021	3136W15TH PL
1623414032	1825 S SAWYER AVE	1624105022	3134 W 1STH PL
1623414014	1829:S SAWYER AVE	1624105023	3132 W15TH PL
1623414042	1858 SKEDZIE AVE	1624105029	1502 S ALBANY AVE
1623421021	1900S SAWYER AVE	1624105037	1S20S ALBANY AVE
- 1623421023	1904 S SAWYER AVE	1624106003	1549 SKEDZIE AVE
- 1623421036	1938 S SAWYER AVE	1624106011	3147W15THPL
1623422002	1903 S SAWYER AVE	1624106012	3145 W 15TH PL
1623422008	1921 S SAWYER AVE	1624106021	3146 W 16TH ST
1623422010	1927 S SAWYER AVE	1624106030	3122 W 16TH ST
1623422012	1931 S SAWYER AVE	1624301057	1875 SKEDZIE AVE
1623422022	1902 SKEDZIE AVE	1624301059	3150W 19IHST
1623422023	1902 S KEDZIE AVE	1624303001	1901 SKEDZIE AVE
1623422024	1906'S KEDZIE AVE	1624303002	1903 SKEDZIE AVE
1623422025	1908 SKEDZIE AVE	1624303010	1925 SKEDZIE AVE

PIN	ADDRESS	PIN	ADDRESS
162342211950S	KEDZIE AVE	1624303011	1929 SKEDZIE AVE
16241001219	SKEDZIE AVE	1624303013	1933SKEDZIE AVE
16241001243	SKEDZIE AVE	1624303014	1935 SKE»Z1E AVE
16241001251	SKEDZIE AVE	1624303020	1957 S KEDZIE AVE
16241001255	SKEDZIE AVE	1624304011	1923 S TROY ST
16241011255	S TROY ST	1624304018	1951S TROY ST

16241011257 S TROY ST	1624304034	2016 S ALBANY AVE
1S241011248 S ALBANY AVE	16243U012	2116 S ALBANY AVE
16241021311 SKEDZIE AVE	1624311013	2118 S ALBANY AVE
16241021313 S Kf DZIE AVE	1624311013	2130 S ALBANY AVE