OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 11,2013

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

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing the sale of the city-owned property.

Your favorable consideration of these ordinances will be appreciated.

Mayor

Very truly yours,

**ORDINANCE**

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

WHEREAS, pursuant to an ordinance adopted by the City Council (the "City Council") on June 5, 2013

(the "Original Ordinance"), and published at pages 54753 through 54793 in the Journal of the Proceedings of the City Council (the "Journal") of such date, the City approved the sale of sixteen (16) parcels of vacant land in the 87th/Cottage Grove TIF Redevelopment Area ("Redevelopment Area"), to New Life Covenant S.E. Church (the "Grantee"), for development of a church campus which will consist of new construction of a 20,463 square foot, three-story church with four separate parking lots with approximately 656 spaces (the "Project")and further authorized the City to enter into a redevelopment agreement with the Grantee, substantially in the form attached to the Original Ordinance; and

WHEREAS, at the time of passage of the Original Ordinance, the Grantee was uncertain of the ownership status of the parcel of property legally described on Exhibit A attached hereto (the "New Parcel") which is essential to the Project; and

WHEREAS, the Grantee has determined that the New Parcel is owned by the U. S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the Parcel has an appraised value of $1,200.00; and

WHEREAS, HUD has agreed to transfer the New Parcel to the City for transfer to the Grantee; and

WHEREAS, the Grantee has agreed to pay the appraised value of $1,200.00; and

WHEREAS, the Commissioner of Housing and Economic Development (the "Commissioner") recommends that the City accept the New Parcel from HUD and transfer it to the Grantee to be used as part of the Project for parking in perpetuity; and

WHEREAS, Commissioner further recommends that the Original Ordinance and the form of redevelopment agreement attached thereto be amended to include the New Parcel; now therefore,

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

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

SECTION 2. The City is authorized to accept a quitclaim deed from HUD conveying the New Parcel the City.

SECTION 3. The sale of the New Parcel to the Grantee for the appraised value of One Thousand Two Hundred and No/100 Dollars ($1,200.00) is hereby approved.

SECTION 4. The Redevelopment Agreement authorized by the Original Ordinance is hereby amended to include the New Parcel. This approval as well as the approval in the Original Ordinance is expressly conditioned upon the City entering into a redevelopment agreement with the Grantee substantially in the form attached hereto as Exhibit B (the "Amended Redevelopment Agreement"). The Commissioner or a designee ofthe Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Amended Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Amended Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Amended Redevelopment Agreement.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is

authorized to attest, a quitclaim deed conveying the New Parcel to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) a parking lot is constructed on the Property within eighteen (18) months ofthe date of this deed; and 2) the Property is used as a parking lot and as open space in perpetuity.

In the event that these conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago. Grantee, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title.

This right of reverter and re-entry in favor of the City of Chicago shall terminate forty (40) years from the date of this deed.

Grantee's acceptance of such quitclaim deed shall be deemed to be Grantee's agreement to comply with such redevelopment obligations.

SECTION 6. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall take effect immediately upon its passage and approval.

**EXHIBIT A LEGAL DESCRIPTION OF NEW PARCEL**

(Subject to Final Title Commitment and Survey)

LOT 12 IN BLOCK 79 IN CORNELL, A SUBDIVISION OF SECTIONS 26 AND 35 IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 7711 S. GREENWOOD AVENUE, CHICAGO, ILLINOIS PIN: 20-26-323-

017-0000

**EXHIBIT B**

**AMENDED AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND**

**AMENDED AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND**

(The Above Space For Recorder's Use Only)

This AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND, as may be amended from time to time, ("Agreement") is made on or as of the day of ,

2013, by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Housing and Economic Development (together with any successor department thereto, "DHED"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and New Life Covenant S.E. Church, an Illinois not-for-profit corporation, located at 1021 East 78th Street, Chicago, Illinois 60619 ("Developer").

**RECITALS**

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

WHEREAS, the Developer desires to purchase from the City seventeen parcels of real property located on the 1000 & 1100 blocks of East 76th Street and the 7600 & 7700 blocks of South Greenwood Avenue, Chicago, Illinois 60623 which is comprised of approximately 127,827 square feet, comprising approximately 2.86 acres, and which are unimproved and vacant, (the "Property"), which real property is legally described on Exhibit A attached hereto; and

WHEREAS, the Developer intends to assemble the Property with developer-owned lots for the redevelopment of the two acre site into a church campus. The campus will consist of the new construction of a 120,463 square foot three-story church with four separate parking lots with approximately 656 spaces, as more fully described on Exhibit B attached hereto (hereinafter referred to as the "Project"); and

WHEREAS, the City desires to sell eight of the parcels which comprise the Property to the Developer for their appraised market value together and the City desires to sell the other nine



parcels which comprise the Property for their appraised market value with a parking in perpetuity restriction for One Hundred Twenty-One Thousand Two Hundred and No/100 Dollars ($121,200.00) in consideration of the Developer's fulfillment of its obligations under this Agreement; and

WHEREAS, the parties agree that simultaneously with the execution of this Agreement, the Developer shall execute a Deed of Reconveyance ("Deed of Reconveyance"), in a form reasonably acceptable to the City, thereby subjecting the Developer to a reconveyance of the Property and any improvements thereon to the City in the event the Developer, as more fully set forth in this Agreement, fails to perform, keep or observe any ofthe covenants, promises, agreements, and/or obligations under this Agreement; and

WHEREAS, the Property is located in the 87th/Cottage Grove Redevelopment Area, which was established pursuant to ordinances adopted by the City Council of the City (the "City Council") on November 13, 2002 and published in the Journal of the Proceedings of the City Council (the "Journal") of such date at pages 97440 through 97576 (the "Area"); and

WHEREAS, pursuant to Resolution 13-CDC-03 adopted on March 12, 2013, the Community Development Commission ("CDC") approved the negotiated sale of the property by the City acting through its Department of Housing and Economic Development ("DHED") to the Developer for the construction of the

Project; and

WHEREAS, pursuant to Resolution 13-011-21 adopted on February 21, 2013, the Chicago Plan Commission ("Plan Commission") approved the negotiated sale of the property by the City acting through DHED to the Developer for the construction of the Project; and

WHEREAS, the City Council of the City ("City Council"), pursuant to an ordinance adopted on , 2013, and published at pages through in the Journal of such date, authorized the sale ofthe Property to the Developer, subject to the execution, delivery and recording of this Agreement; and

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

**SECTION 1. INCORPORATION OF RECITALS.**

The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

**SECTION 2. PURCHASE PRICE, EARNEST MONEY AND PERFORMANCE DEPOSIT.**

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City, for its appraised market value of One Hundred Twenty One Thousand Two Hundred and No/100



Dollars ($121,200.00) ("Purchase Price"), on the Closing Date (defined in Section 3). All other closing costs, including all title charges, shall be borne by Developer.

Developer shall tender before the Closing an Earnest Money Deposit to the City in the amount of Six Thousand Dollars ($6,000.00). The amount of the Earnest Money Deposit shall be deducted from the amount due to the City at the time of Closing. Developer shall tender at or before the Closing a Performance Deposit to the City also in the amount of Six Thousand Dollars ($6,000.00) as security for the performance of its obligations under this Agreement, which the City will retain until the City issues a Certificate of Completion (as defined in Section 12).

**SECTION 3. CLOSING.**

The closing of the transfer of the Property from the City to the Developer ("Closing") shall take place at the downtown offices of Greater Illinois Title Insurance Company, or such other reputable title company as may be selected by the Developer (the "Title Company"), on such date as the parties mutually agree upon in writing (the "Closing Date"); provided, however, in no event shall the Closing occur (1) until and unless the conditions precedent set forth in Section 8 are all satisfied, unless DHED, in its sole discretion, waives such conditions; and (2) any later than November 30, 2013 (the "Outside Closing Date"), unless DHED, in its sole discretion, extends the Outside Closing Date. At the Closing, the City shall deliver to the Developer (a) the



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Deed (as defined below); (b) all necessary state, county and municipal real estate transfer declarations; and (c) possession ofthe Property.

**SECTION 4. CONVEYANCE OF TITLE.**

1 Form of Deed. The City shall convey the Property to the Developer by quitclaim deed (the "Deed"), subject to the terms of this Agreement and the following ("Permitted Exceptions"):

a. standard exceptions in an ALTA title insurance policy;

b. general real estate taxes and any special assessments or other taxes, if any;

c all easements, encroachments, covenants and restrictions of record and not shown of record;

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

3 Escrow. If the Developer requires conveyance through escrow, the Developer shall pay all escrow fees.

**SECTION 5. TITLE, SURVEY AND REAL ESTATE TAXES.**

5.1 Title Commitment and Insurance. Not less than 30 days before the anticipated Closing Date, (the "Actual Closing Date") the Developer shall order a current title commitment for the Property issued by the Title Company. The Developer shall pay the cost of, and shall be

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responsible for, obtaining on the Closing Date, any title insurance, extended coverage and any endorsements it deems necessary. The City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, "gap" undertakings, title indemnities and similar liabilities) at or prior to the Closing. At the Closing, the Developer shall deliver to the City a copy of the owner's policy of title insurance that it obtains with respect to the Property.

2 Survey. The Developer will be responsible for obtaining, at Developer's expense, a survey for the Property, (the "Survey").

3 Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate taxes or tax liens on the Property prior to the Closing Date, to the extent such taxes or tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer, a motion to vacate a tax sale or a petition for exemption. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the Property is encumbered with any other exceptions other than those enumerated in Section 4.1 hereof or disclosed by the Survey ("Unpermitted Exceptions"), the Developer shall have the option to do one of the following: (1) accept title to the Property subject to the Unpermitted Exceptions, which shall then become Permitted Exceptions; or (2) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be



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null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder, except that the City shall immediately return the Earnest Money and Performance Deposit. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to the Unpermitted Exceptions in addition to the Permitted Exceptions. The Developer shall also be responsible for all taxes accruing after the Closing Date.

**SECTION 6. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.**

The Developer shall apply for all necessary building permits and other required zoning approvals (collectively, the "Governmental Approvals") no later than ninety days after the Closing; and shall pursue receipt of such permits and approvals in good faith and with all due diligence.

**SECTION 7. PROJECT BUDGET AND PROOF OF FINANCING.**

The total budget for the Project is $40,481,569.00. Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to DHED for approval: (1) a final budget ("the Final Budget"); and (2) evidence of funds adequate to construct the Project ("Proof of Financing").

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

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The obligations of the City under this Agreement are contingent upon each of the following being satisfied at least seven (7) days prior to the Closing Date, or by such other date as may be specified:

1 Final Governmental Approvals. Developer shall have delivered to the City all evidence of any of its applications for the Governmental Approvals necessary to construct the Project, submitted to the City no later than twelve months from the Actual Closing Date.

2 Budget and Proof of Financing. The City shall have approved the Developer's Budget and Proof of Financing.

3 Simultaneous Loan Closing. On the date of the Closing, the Developer shall simultaneously close the financing necessary, if any, for the acquisition and construction of the project, and be in a position to immediately commence construction ofthe Project.

4 Insurance. The Developer shall provide evidence of insurance reasonably acceptable to the City. Prior to the issuance of the Certificate of Completion, the City shall be named as an additional insured on any liability insurance policies and as a loss payee (subject to the rights of any permitted mortgagee) on any property insurance policies from the Closing Date through the date the City issues the Certificate of Completion (as defined in Section 12). With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy ofthe endorsement that is added to the Developer's policy showing the City as an additional insured.



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5 Legal Opinion. The Developer shall have delivered to the City a legal opinion stating, in part, that the Developer has been duly organized and that the Developer is duly authorized to enter into this Agreement. Such opinion shall be in a form and substance reasonably acceptable to the City's Corporation Counsel.

6 Due Diligence. The Developer shall have delivered to the City due diligence searches in its name (UCC, State and federal tax liens, pending litigation and judgments in Cook County and the U.S. District Court for the Northern District of Illinois, and bankruptcy) showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the City's Corporation Counsel.

7 Organization and Authority Documents. The Developer shall have delivered to the City the certified articles of organization, including all amendments thereto, of the Developer, as furnished and certified by the Secretary of State of the State of Illinois; and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a Certificate of Good Standing dated no more than thirty (30) days prior to the Actual Closing Date, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of the Developer; and operating agreement, resolutions and such other organizational documents as the City may reasonably request.

8 Subordination Agreement. Prior to recording any financing instrument which is secured by the Property, which shall have been approved pursuant to Section 8.2, the Developer shall, at the City's request, deliver to the City a subordination agreement from the mortgagee stating that the rights of the mortgagee are subject to the rights of the City as set forth in this



agreement and as the City's Corporation Counsel shall deem acceptable (the "Subordination Agreement").

9 MBE/WBE and Local Hiring Compliance Plan.

(a) At least fourteen (14) days prior to the Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with staff from the DHED's monitoring section regarding compliance with the MBE/WBE and local hiring requirements set forth in this Agreement pursuant to Section 22 below. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under Section 22 below, the sufficiency of which shall be approved by the City's monitoring staff.

(b) DHED shall also have approved the Developer's compliance plan in accordance with Section 22.

10 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in this Agreement shall be true and correct.

11 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as of the Closing Date.

12 Right to Terminate. If any of the conditions in this Section 8 have not been satisfied to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, terminate this



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Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period, and this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

## SECTION 9. SITE PLANS AND ARCHITECTURAL DRAWINGS.

1 Site Plans. The Developer shall construct the Project on the Property in accordance with the site plan specifications and architectural drawings prepared by Michael J. Dul & Associates, Architects, dated October 31, 2012, which have been approved by DHED as of the date hereof and which are incorporated herein by reference ("Specifications and Drawings"). No material deviation from the Drawings and Specifications may be made without full review, consideration and prior written approval by DHED, which will not be unreasonably withheld. If the Developer submits and DHED approves revised design development specifications and drawings after the date of this Agreement, the term "Specifications and Drawings" as used herein shall refer to the revised design development specifications and drawings upon DHED's written approval of same.

2 Relocation of Utilities, Curb Cuts and Driveways. To the extent necessary to complete the Project, the Developer shall be solely responsible for and shall pay all costs in regard to: (1) the relocation, installation or construction of public or private utilities located on



the Property; (2) relocation, installation and construction of any new curb cuts and driveways; (3) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with the Developer's redevelopment; (4) the removal of existing pipes, utility equipment or building foundations located on the Property; and (5) the termination of existing water or other services. Any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer, as part of the Project, must be approved by the City.

3 Inspection by the City. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion, any duly authorized representative of the City shall, upon two (2) business days prior written notice to the Developer, have access to the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 ofthe Municipal Code of Chicago relating to waste disposal (collectively, "Laws"); provided, however, that the City or its inspector or architect does not unreasonably interfere with the Developer's activities on the Property.

4 Barricades and Signs. Upon the City's request, the Developer agrees to erect such signs as the City may reasonably require identifying the Property as a City redevelopment project; provided, however, that the Developer shall not be required to incur more than $1,500 in costs for such signage. The Developer may erect signs of its own incorporating such approved identification information upon the execution of this Agreement. Prior to the commencement of any construction activity requiring barricades, the 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. The City shall have the right to approve all barricades, the maintenance, appearance, color scheme, painting, nature, type, content and design of



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all barricades, and all signage, which approval shall not be unreasonably withheld or delayed.

**SECTION 10. LIMITED APPLICABILITY.**

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

**SECTION 11. COMMENCEMENT AND COMPLETION OF PROJECT.**

Subject to the receipt of all necessary government approvals, the Developer shall commence construction of the Project no later than twelve months after the Actual Closing Date and shall complete the Project (as evidenced by the Developer's written request for a Certificate of Completion for the Project) no later than eighteen months after commencing construction. Notwithstanding the foregoing commencement and completion dates, DHED shall, upon Developer's request, extend such construction commencement and completion dates by up to six

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(6) months and may, in DHED's sole discretion, grant additional extensions. The Project shall be constructed substantially in accordance with the Drawings and specifications and in accordance with all applicable laws, regulations and codes.

**SECTION 12. CERTIFICATE OF COMPLETION.**

Upon the completion of the Project, the Developer shall request from the City a Certificate of Completion (the "Certificate of Completion"). Within forty-five (45) days thereof, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole reasonable opinion of DHED, for the Developer to take or perform in order to obtain the Certificate of Completion. If DHED requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of certain of the covenants in this Agreement and the Deed (but excluding those ongoing covenants as referenced in Section 17) with respect to the Developer's obligations to construct the Project.

SECTION 13. RESTRICTIONS ON USE.

The Developer agrees that:

1 It shall devote all portions of the Property to uses that comply with the Redevelopment Plan until the date the Redevelopment Plan expires.

2 The Developer shall devote a portion ofthe Property (the "Parking Property"), as legally



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described in Exhibit C attached hereto and made a part hereof, for Project parking use in perpetuity.

3 The Developer further agrees that the City reserves the right to record the Deed of Reconveyance and revest title to the Property and improvements thereon in the City in the event the Developer fails to utilize the Property solely for the Project; further this this right of reverter and re-entry in favor of the City shall terminate forty (40) years from the date of this deed; and

4 The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or any part thereof.

**SECTION 14. PROHIBITION AGAINST TRANSFER OF PROPERTY.**

Prior to the issuance of the Certificate of Completion for the Project, as provided herein, the Developer may not, without the prior written consent of DHED, which consent shall be in DHED's sole discretion, and excepting Access Community Health Network, the intended end-user: (1) directly or indirectly sell or convey the Property or any part thereof or any interest therein, or the Developer's controlling interests therein; or (2) directly or indirectly assign this



Agreement. In the event of a proposed sale, the City shall be provided copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including but not limited to anti-scofflaw requirement). Notwithstanding the foregoing, the Developer shall be permitted to encumber the Property in accordance with the terms of Section 15 hereof. After the issuance of the Certificate of Completion, no City consent shall be required for any type of transfer of the Property, provided that the transferee assumes in writing the continuing obligations of the Developer under Sections 13 and 17 of this Agreement.

**SECTION 15. LIMITATION UPON ENCUMBRANCE OF PROPERTY.**

Prior to the issuance of the Certificate of Completion, the Developer shall not, without DHED's prior written consent, which shall be in DHED's sole discretion, engage in any financing or other transaction which creates a financial encumbrance or lien on the Property, except for the purposes of obtaining: (a) funds necessary to acquire the Property; (b) funds necessary to construct the Project in substantial accordance with the Budget; (c) after construction, funds necessary to own, maintain and operate the Property and the Project in accordance with the requirements of this Agreement; and (d) any refinancing of the loans specified herein Section 15. After the issuance of the Certificate of Completion, no City consent shall be required for any type of financing or other transaction which creates a financial encumbrance or lien on the Property.

**SECTION 16. MORTG AG EES NOT OBLIGATED TO CONSTRUCT**

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 17 and, at Closing, shall execute a Subordination



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Agreement (as defined in Section 8.8). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party (that is not also a mortgagee), such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 17.

**SECTION 17. COVENANTS RUNNING WITH THE LAND.**

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 11 (Commencement and Completion of Project), Section 13 (Restrictions on Use), Section 14 (Prohibition Against Transfer of Property) and Section 15 (Limitation Upon Encumbrance of Property) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitations set forth in Section 16 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 11, Section 14 and Section 15 shall terminate upon the issuance of the Certificate of Completion. The covenant contained in Section 13.1 shall terminate when the Redevelopment Plan expires.

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The covenant contained in Section 13.2 shall remain in effect in perpetuity. The covenant and right to record the Reconveyance Deed contained in Section 13.3, the City's right of reverter and reentry shall terminate forty (40) years from the date of the Deed. The covenants contained in Section 13.4 shall remain in effect without limitation as to time.

**SECTION 18. PERFORMANCE AND BREACH.**

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

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

3 Breach.

a. Generally. Subject to Section 18.2., if the Developer defaults in performing its obligations under this Agreement, the City shall deliver written notice of such default, after which the Developer shall have a 60-day cure period to remedy such default. If the default is not capable of being cured within the 60-day period, then provided the Developer has commenced to cure the default and is diligently proceeding to cure the default within the 60-day period, and thereafter diligently prosecutes such cure through to completion, then the 60-day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in



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equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

No notice or cure period shall apply to a failure to close by the respective dates as set forth in Section 3 herein. Unless the failure to close is due to circumstances described in Section 18.2. above or caused by a breach by the City under the terms of this Agreement, such failure shall constitute an immediate "Event of Default". Failure to close by the dates set forth in Section 3 shall entitle the City to terminate this Agreement.

b. Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" after written notice from the City (if required):

1. The Developer materially fails to perform any obligation of the Developer under this Agreement; which default is not cured



pursuant to Section 18.3(a); or

2. The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not materially true and correct, which default is not cured pursuant to Section 18.3(a); or

3. A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within ninety (90) days after filing; or

4. Except as excused by Section 18.2 above, the Developer abandons or substantially suspends the construction work, which default is not cured pursuant to Section 18.3(a); or

5. The Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property, which default is not cured pursuant to Section 18.3(a); or

6. The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement (no notice or cure period shall apply); or

7. The Developer's financial condition or operations adversely change to such an extent that would materially affect the Developer's ability to complete the Project which default is not cured pursuant to Section 18.3(a); or

8. The Developer fails to perform, keep or observe any of the other covenants, promises, agreements, or obligations under this Agreement, including but not limited to, the

covenants set forth in Sections 13 and 17 herein, or any other written agreement entered into with the City with respect to this Project, which default is not cured pursuant to Section 18.3(a); or

9. Failure to close by the Outside Closing Date, unless DHED, in its sole discretion, extends the Outside Closing Date; and

c. Prior to Conveyance. Prior to Closing, if an Event of Default occurs and is continuing, and the default is not cured in the time period provided in herein, the City may terminate this Agreement, and institute any action or proceeding at law
or in equity against the Developer.

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d. After Conveyance. After Closing, if an Event of Default occurs and is continuing, beyond the applicable cure period under Section 18.3(a) above, if any, the City, may terminate this Agreement and exercise any and all remedies available to the City at law or in equity, including but not limited to, the right to record the Deed of Reconveyance, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property
in the City (the "Right of Reverter"); provided, however, that the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing to the contrary, prior to its exercise of its Right of Reverter, the City shall provide written notice to the Developer of its intent to exercise its Right of Reverter, and the Developer shall have an additional ninety (90) days to cure the applicable Event of Default.

e. Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 18.3 (d), the City shall employ its best efforts to convey the Property (subject to first mortgage liens permitted under this Section) to a
qualified and financially responsible party (as solely determined by the City) who shall assume the obligation of completing the construction of the Project or such other improvements as shall be satisfactory to the City and complying with the covenants that run with the land, as specified in Section 17.

f. Disposition of Resale Proceeds. If the City sells the Property, the net proceeds from the sale, after payment of all amounts owed under any mortgage lien or recapture provision in a grant of funds authorized by this Agreement in order of priority, shall be utilized to reimburse the City for:

1. unreimbursed costs and expenses incurred by the City in connection with the Property, including but not limited to, salaries of personnel in connection with the recapture, management and resale of the Property; and

2. all unpaid taxes, assessments, and water and sewer charges
assessed against the Property; and

3. any payments made (including reasonable attorneys' fees) to discharge or prevent from

attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

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

5. the fair market value of the land comprising the Property (without any Project or partially constructed Project thereon) as of such sale; and

6. any other amounts owed to the City by the Developer.



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

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

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

The Developer warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement. It is expressly understood and agreed to by and between the parties hereto, anything herein to the contrary notwithstanding, that no individual member of the Developer, its officers, members of its board of directors, officials, agents, representatives or employees shall be personally liable for any of the Developer's obligations or any undertaking or covenant of the Developer contained in this Agreement.

**SECTION 20. INDEMNIFICATION.**

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs)(collectively "Losses") suffered or incurred by the City arising from or in connection with: (1) an Event of Default that has occurred; (2) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; (3) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (4) any actions, including but not limited to, conducting environmental tests on the Property as set forth in Section 21 herein, resulting from any activity undertaken by the Developer on the Property prior to or after the conveyance of said Property to the Developer by the City; provided,



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however, the Developer shall have no obligation to indemnify the City for Losses to the extent such losses are caused by the City or its agents. This indemnification shall survive any termination of this Agreement (regardless of the reason for such termination) for the life of the Redevelopment Area.

**SECTION 21. ENVIRONMENTAL MATTERS.**

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The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any purpose whatsoever, and the Developer agrees to accept the Property "as is".

It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. Prior to the Closing, the Developer shall have the right to request a thirty (30) day right of entry for the purpose of conducting environmental tests on the Property. If such a request is made, the City shall grant the Developer a right of entry for such purpose. The granting of the right of entry, however, shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: (1) commercial general liability insurance with a combined single limit of not less than $2,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the environmental testing on the Property; (2) automobile liability insurance with limits of not less than $2,000,000.00 per occurrence, combined single limit for bodily injury and property damage; and (3) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all activity on the Property. The City shall be named as an additional insured on all policies. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activities shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public on and immediately adjacent to the Property during the performance of the Developer's inspection of the Property. The City reserves the right to inspect any work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the environmental work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens.

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property. If prior to the Closing, the Developer's environmental



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consultant determines an environmental or soil condition exists on the Property to such an extent that the Developer determines that it is not satisfied, in its sole discretion, with the condition of the Property, the Developer may declare this Agreement null and void by giving written notice thereof to the City.

If after the Closing, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the



Property in a condition which is suitable for the intended use of the Property. The Developer agrees to waive, release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property (including, without limitation, claims arising under CERCLA) and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing.

**SECTION 22. DEVELOPER'S EMPLOYMENT OBLIGATIONS.**

22.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate ofthe Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that, with respect to the provision of services in connection with the construction ofthe Project on the Property, but not including construction on the Property, or occupation of the Property during the construction period:

a. Neither the Developer nor any 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, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon 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. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon 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, the Developer and each Employer shall present opportunities for training and employment of low and moderate income residents of the City, and provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the City.



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c. The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775



ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

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

f. Failure to comply with the employment obligations described in this Section 22

shall be a basis for the City to pursue remedies under the provisions of Section 18.

22.2 City Resident Employment Requirement.

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

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

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

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

e. Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago



Department of Housing ("DHED") in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

f. The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DHED, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years from and after the issuance of the Certificate of Completion.

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

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

i. If the City determines that the Developer or an Employer failed to ensure the

fulfillment of the requirements of this Section concerning the worker hours

performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 18, the parties agree that 1/20 of 1 percent (.0005%) of the aggregate hard construction costs set forth in the Project Budget as applicable, shall be surrendered by the 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 the Developer and/or the other Employers or employees to prosecution.

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



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k. The Developer shall cause or require the provisions of this Section 22.2 to be included in all construction contracts and subcontracts related to the construction the Project.

22.3 Developer's MBE/WBE Commitment.

The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the general contractor to agree that during the construction of the Project:

a. Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 22.3., during the course of the Project, the following percentages of the MBE/WBE Budget, substantially in the City's standard form, shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):
(1) At least 24% by MBEs; and (2) At least 4% by WBEs.

b. For purposes of this Section 22.3 only:

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

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

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

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as applicable.

Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (a) the MBE or WBE participation in such joint venture, or (b) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 22.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DHED.

The Developer shall deliver quarterly reports to the City's monitoring staff during construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with construction of 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 the Developer, on prior notice of at least fifteen (15) business days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of construction of the Project.

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

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f. Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 22.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

g. Prior to the commencement ofthe Project, the Developer shall meet with the City's monitoring



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staff with regard to the Developer's compliance with its obligations under this Section 22.3. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 22.3., the sufficiency of which shall be approved by the City's monitoring staff. During the Project, as applicable, the Developer shall submit the documentation required by this Section 22.3 to the City's monitoring staff, including the following: (a) MBE/WBE utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and prevailing wage requirements (if applicable); (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis ofthe documentation, that the Developer is not complying with its obligations under this Section 22.3, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

**SECTION 23. REPRESENTATIONS AND WARRANTIES.**

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

a. The Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property and the person signing this Agreement on behalf ofthe Developer has the authority to do so.

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

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

d. To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of



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any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (a) affect the ability of the Developer to perform its obligations hereunder; or (b) materially affect the operation or financial condition of the Developer.

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

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

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

**SECTION 24. PROVISIONS NOT MERGED WITH DEED.**

The provisions of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the provisions of this Agreement.

**SECTION 25. HEADINGS.**

The headings of the various sections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way the express terms and provisions thereof.



**SECTION 26. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

**SECTION 27. SEVERABILITY.**

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

**SECTION 28. NOTICES.**

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy, provided that there is written confirmation of such communications; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

| | |
|---|---|
| If to the City: | City of Chicago<br>Department of Housing and Economic<br>Development 121 North La Salle Street<br>Room 1000 City Hall Chicago, Illinois<br>60602 Attn: Commissioner |
| With a copy to: | City of Chicago<br>Department of Law 121 North La Salle<br>Street Room 600 City Hall Chicago,<br>Illinois 60602 Attn: Real Estate Division |
| If to the Developer: | New Life Covenant S.E. Church<br>2875 W. 19th Street Chicago, Illinois<br>60623 Attn: John Hannah, Pastor |
| With a copy to: | Francine Lynch/Meg George<br>Neal & LeRoy, LLC 203 N. LaSalle<br>Street |



Suite 2300
Chicago, Illinois 60601

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 p.m. on a business day. If such dispatch occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed

received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three business days after mailing. The parties, by notice given here-under, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

**SECTION 29. ORGANIZATION AND AUTHORITY.**

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

**SECTION 30. SUCCESSORS AND ASSIGNS.**

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

**SECTION 31. TERMINATION.**

In the event that the Closing has not occurred by the Outside Closing Date, as such date may be extended by DHED in its sole discretion pursuant to Section 3, then the City or the Developer may terminate this Agreement upon written notice to the other party but the City will retain the Earnest Money Deposit.

**SECTION 32. RECORDATION OF AGREEMENT.**

Either party may record this Agreement at the Office of the Cook County Recorder of Deeds. The party so choosing to record this Agreement shall pay the recording fees.

**SECTION 33. CONSENT AND APPROVAL.**

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

**SECTION 34. OTHER ACTS**

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

**SECTION 35. BUSINESS RELATIONSHIPS.**

The Developer acknowledges (1) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (2) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is

illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 ofthe Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (3) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

**SECTION 36. PATRIOT ACT CERTIFICATION.**

The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

**SECTION 37. PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER NO. 05-1.**

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



interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (1) after execution of this Agreement by Developer, (2) while this Agreement or any Other Contract is executory, (3) during the term of this Agreement or any Other Contract between Developer and the City, or (4) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (1) February 10, 2005, and (2) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (1) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (2) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (3) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

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

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (1) formed under the authority of chapter 2-92 ofthe Municipal Code of Chicago; (2) entered into for the purchase or lease of real or personal property; or (3) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

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

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

1. They are each other's sole domestic partner, responsible for each other's common welfare; and

2. neither party is married; and



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

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

5. two of the following four conditions exist for the partners:
   a. The partners have been residing together for at least 12 months.
   b. The partners have common or joint ownership of a residence.
   c. The partners have at least two of the following arrangements:
      i. joint ownership of a motor vehicle;
      ii. a joint credit account;
      iii. a joint checking account;
      iv. a lease for a residence identifying both domestic partners as tenants.
   d. Each partner identifies the other partner as a primary beneficiary in a will.

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

**SECTION 38. COOPERATION WITH OFFICE OF COMPLIANCE.**

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

**SECTION 39. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.**

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



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

**SECTION 40. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and

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

**[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**



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

**City of Chicago,**
An Illinois municipal corporation

By:

Andrew Mooney Commissioner,
Department of Housing and Economic Development

**New Life Covenant S.E. Church,**
An Illinois not-for-profit corporation By:

(Print name) (Title)

This instrument was prepared by:

Elizabeth K. Whitaker Senior Counsel
City of Chicago
Department of Law Real Estate Division 121 North
LaSalle Street, Room 600 Chicago, Illinois 60602 (312)
744-1806

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STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do

hereby certify that , personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as , he signed and delivered the instrument pursuant to authority given by the as his free and voluntary act and as the free and voluntary act and deed of the , for the uses and purposes therein set forth.

GIVEN under my notarial seal this day of , 2013.

NOTARY PUBLIC

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STATE OF ILLINOIS

COUNTY OF COOK



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

GIVEN under my notarial seal this

NOTARY PUBLIC

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**
(SUBJECT TO FINAL SURVEY AND TITLE COMMITMENT)

PARCEL 1:
THAT PART OF BLOCK 57 LYING NORTH AND NORTHEASTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES, THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 57, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF THE INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57, A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING OF THE FIRST OF THE PRINCIPAL LINE HEREINBEFORE REFERRED TO, THENCE FROM SAID POINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF ~ PARALLEL TO THE SOUTH LINE OF SAID BWCK 51, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPAL LINE HEREINBEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57, IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26 (WITH THE EXCEPTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) THE NORTH 1/2 OF THE NORTHWEST 1/4, THE SOUTH 1/2 OF THE NORTHWEST 114, WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35 ALL IN TOWNSIDP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 1067 East 76th Street 20-26-315-001-0000

PARCEL 2:
THAT PART OF BLOCK 57 (EXCEPT THE SOUTH 166.2 FEET THEREOF) LYING SOUTH AND SOUTHWESTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES, THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 57, BEING ALSO THE SOUTHEAST CORNER OF

EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF INTERSECTION, WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57 A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF

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BEGINNING OF THE FIRST OF THE PRINCIPAL LINES HEREIN BEFORE REFERRED TO; THE FROM SAID POINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF AND PARRLLEL TO THE SOUTH LINE OF BLOCK 57, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPAL LINE HEREIN BEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57 (EXCEPT WEST 187 FEET 6 INCHES THEREOF) IN CORNELL, A SUBDIVISION OF THE WEST 112 OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26 (WITH THE EXCEPTION OF THE EAST 112 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114 THE NORTHEAST 112 OF THE NORTHWEST 1/4 THE SOUTH 112 OF THE NORTHWEST 114 WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 114 OF SECTION 35 IN TOWNSHIP 38 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUTNY, ILLINOIS. 1067 East 76th Street 20-26-315-029-0000

PARCEL 3:
THE WEST 187 FEET, 6 INCHES OF THAT PART OF BLOCK 57 (EXCEPT THE SOUTH 251.14 FEET THEREOF) LYING SOUTH AND SOUTHWESTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES, THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 51, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57, A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESERL Y LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING, OF THE FIRST OF THE PRINCIPAL LINES HEREIN BEFORE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF BLOCK 57, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPAL LINE HEREIN BEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OF LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57, IN CORNELL, A SUBDMSION OF THE WEST HALF OF SECTION 26, THE SOUTHEAST QUARTER OF SECTION 26 (WITH THE EXCEPTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER) THE NORTH HALF OF THE NORTHWEST QUARTER, THE SOUITH HALF OF THE NORTHWEST QUARTER WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.


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1047 East 76$^{tn}$ Street 20-26-315-040-0000

PARCEL 4:
LOT 1 (EXCEPT THE SOUTH 7.78 FEET THEREOF) IN BLOCK 81 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEETOF SECTION 26 AND THE SOUTHEAST 1/4 OF SECTION 26 (EXCEPT THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOU1HEAST 114), THE NORTH 1/2 OF THE NORTHWEST 1/4. THE SOUTH 1/2 OF THE NORTHWEST 114 LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:
LOT 18 IN BLOCK 81 IN CORNELL, A SUBDIVISION OF THE WEST 112 OF SECTION 26 AND THE SOUTH EAST 1/4 OF SECTION 26 (EXCEPT THE EAST 112 OF THE NORTHEAST 1/4 OF SAID SOUTH EAST 1/4). THE NORTH 1/2 OF THE NORTHWEST 1/4, THE SOUTH 112 OF THE NORTHWEST 1/4 LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:
LOTS 22 AND 23 IN BLOCK 81 IN CORNELL, A SUBDIVISION OF THE WEST 112 OF SECTION 26 AND THE SOUTH EAST 114 OF SECTION 26 (EXCEPT THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTH EAST 1/4), THE NORTH 112 OF THE NORTHWEST 1/4, THE SOUTH 112 OF THE NORTHWEST 1/4 LYING WEST OF THE ILLLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 114 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:
THAT PART OF BLOCK 58 IN CORNELL, LYING WEST OF THE RIGHT OF WAY OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILROAD; BEGINNING AT A POINT OF THE JUNCTION OF THE WESTERLY LINE OF SAID RIGHT OF WAY AND THE NORTH LINE OF SAID BLOCK 58; THENCE WEST 120 FEET; THENCE SOUTH 120; THENCE EAST TO SAID WESTERLY LINE OF SAID RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF SAID RIGHT OF WAY TO POINT OF BEGINNING; BEING THE NORTHEAST PORTION OF SAID BLOCK 58 IN CORNELL, SAID CORNELL BEING A SUBDIVISION OF SECTIONS 26 AND 35, TOWNSHIP 38 NORTH. RANGE 14 EAST OF TIHE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:
LOT 11 AND THE SOUTH 9 FEET OF LOT 18 IN BLOCK 60 IN CORNELL, A

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SUBDIVISION OF THE WEST 1/2 OF SECTION 26 AND THE SOUTHEAST 1/4 OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 114 FEET OF SAID SOUTHEAST 1/4), THE NORTH 1/2 OF THE NORTHWEST 114 FEET, THE SOUTH 112 OF THE NORTHWEST 114 FEET LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 114 FEET OF THE NORTHEAST 114 FEET OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:
LOTS 13 AND 14 IN BLOCK 60 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114), TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS. 7709 South Greenwood 20-26-323-016-0000

PARCEL 10:
THE NORTH 1/2 OF LOT 11 AND ALL OF LOT 12 IN BLOCK 60 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

PARCEL 11:
LOT 10 AND THE SOUTH 112 FEET OF LOT 11 IN BLOCK 60, IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THDID PRINCIPAL MERIDIAN, IN COOK COUNTY. 7719 South Greenwood 20-26-323-021-0000

PARCEL 12:
LOT 13 IN BLOCK 79 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 1/4 OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 114 FEET OF SAID SOUTHEAST 114), THE NORTH 112 FEET OF THE NORTHWEST 114 FEET, THE SOUTH 112 FEET OF THE NORTHWEST 114 FEET LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 114 FEET OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 13:
LOT 8 IN BLOCK 79 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF

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SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) A SUBDIVISION IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.


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PARCEL 14:
LOT 22 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) IN SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS. 7727 South Greenwood 20-26-323-024-0000

PARCEL 15:
LOT 15 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114 FEET) IN TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 7725 South Greenwood 20-26-323-023-0000

PARCEL 16:
LOT 13 AND THE NORTH 3 FEET OF THE WEST 53.6 FEET OF LOT 12 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114), THE NORTH 112 FEET OF THE NORTHWEST 1/4. THE SOUTH 112 OF THE NORTHWEST 114 LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. 7741 South Greenwood 20-26-323-026-0000

PARCEL 17:
LOT 12 IN BLOCK 79 IN CORNELL, A SUBDIVISION OF SECTIONS 26 AND 35 IN SECTION 26, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS 7711 South Greenwood 20-26-323-017-0000

Property Index Number Common Address
20-26-315-001-0000 20-26-315-029-0000 20-29-315-040-0000
(PIN)
1057 E 76'"St 1067 E 76th St 1047 E 76th St

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20-26-323-002-0000 20-26-323-005-0000 20-26-323-008-0000 20-26-323-009-0000 20-26-323-010-0000 20-26-323-016-0000 20-26-323-021-0000 20-26-323-023-0000 20-26-323-024-0000 20-26-323-026-0000 20-26-316-020-0000 20-26-316-036-0000 20-26-316-040-0000 20-26-323-017-0000
1127-45 E 76th St 7611 S Greenwood Ave 7649 S Greenwood Ave 7655 S Greenwood Ave 7659 S Greenwood Ave 7709 S Greenwood Ave 7719 S Greenwood Ave 7725 S Greenwood Ave 7727 S Greenwood Ave 7741 S Greenwood Ave 7700 S Greenwood Ave 7744 S Greenwood Ave 7754 S Greenwood Ave 7711 S Greenwood Ave.

All located in Chicago, Illinois

## EXHIBIT B

## NARRATIVE DESCRIPTION OF PROJECT

New Life Covenant S.E. Church will redevelop a two acre site into a church campus. The campus will consist of new construction 120,463 square foot, three-story church with four separate parking lots consisting of approximately 656 spaces to accommodate parishioners. The facility will seat approximately 5,241 and provide a media center, cafe, dressing rooms, green room, instrument storage area, classroom space, book store and offices. The Project will be LEED certified and meet the City's green policy and landscape ordinance requirements.

EXHIBIT C

Those parcels of the Property which will be sold subject to the covenant that they be used for parking in perpetuity

PIN
20-26-315-001-0000 20-26-315-029-0000 20-29-315-040-0000 20-26-323-016-0000 20-26-323-021-0000 20-26-323-023-0000 20-26-323-024-0000 20-26-323-026-0000 20-26-323-017-0000

1057 1067 1047 7709 7719 7725 7727 7741 7711
Address E 76th St E 76th St E 76th St
S Greenwood Ave S Greenwood Ave S Greenwood Ave S Greenwood Ave S Greenwood Ave S Greenwood Ave

PARCEL 1:
THAT PART OF BLOCK 57 LYING NORTH AND NORTHEASTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES, THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 57, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF THE INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57, A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING OF THE FIRST OF THE PRINCIPAL LINE HEREINBEFORE REFERRED TO, THENCE FROM SAID POINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF ~ PARALLEL TO THE SOUTH LINE OF SAID BWCK 51, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPAL LINE HEREINBEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57, IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26 (WITH THE EXCEPTION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) THE NORTH 1/2 OF THE NORTHWEST 1/4, THE SOUTH 1/2 OF THE NORTHWEST 114, WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35 ALL IN TOWNSIDP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 1067 East 76th Street 20-26-315-001-0000

PARCEL 2:
THAT PART OF BLOCK 57 (EXCEPT THE SOUTH 166.2 FEET THEREOF) LYING

SOUTH AND SOUTHWESTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES, THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 57, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF INTERSECTION, WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57 A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESTERLY LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING OF THE FIRST OF THE PRINCIPAL LINES HEREIN BEFORE REFERRED TO; THE FROM SAID POINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF AND PARRLLEL TO THE SOUTH LINE OF BLOCK 57, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPAL LINE HEREIN BEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57 (EXCEPT WEST 187 FEET 6 INCHES THEREOF) IN CORNELL, A SUBDIVISION OF THE WEST 112 OF SECTION 26, THE SOUTHEAST 1/4 OF SECTION 26 (WITH THE EXCEPTION OF THE EAST 112 OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114 THE NORTHEAST 112 OF THE NORTHWEST 1/4 THE SOUTH 112 OF THE NORTHWEST 114 WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 114 OF SECTION 35 IN TOWNSHIP 38 NORTH. RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUTNY, ILLINOIS. 1067 East 76th Street 20-26-315-029-0000

PARCEL 3:
THE WEST 187 FEET, 6 INCHES OF THAT PART OF BLOCK 57 (EXCEPT THE SOUTH 251.14 FEET THEREOF) LYING SOUTH AND SOUTHWESTERLY OF THE TWO FOLLOWING DESCRIBED PRINCIPAL LINES, THE POINT OF BEGINNING OF SAID TWO PRINCIPAL LINES BEING DETERMINED AS
FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 51, BEING ALSO THE SOUTHEAST CORNER OF EAST 76TH STREET AND SOUTH DOBSON AVENUE, THENCE NORTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 152.22 FEET TO THE POINT OF INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID BLOCK 57, THENCE ALONG SAID NORTHWESTERLY LINE OF SAID BLOCK 57, A DISTANCE OF 31.13 FEET TO A POINT IN THE NORTHWESERL Y LINE OF SAID BLOCK 57, SAID LAST DESCRIBED POINT BEING THE POINT OF BEGINNING, OF THE FIRST OF THE PRINCIPAL LINES HEREIN BEFORE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING, A DISTANCE OF 18.70 FEET SOUTHEASTERLY TO A LINE WHICH IS 317.58 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF BLOCK 57, THENCE EAST ALONG SAID LAST DESCRIBED LINE (SAID LAST DESCRIBED LINE BEING THE SECOND PRINCIPAL LINE HEREIN BEFORE REFERRED TO) A DISTANCE OF 238.60 FEET MORE OF LESS TO THE POINT

OF INTERSECTION WITH THE EAST LINE OF SAID BLOCK 57, IN CORNELL, A SUBDMSION OF THE WEST HALF OF SECTION 26, THE SOUTHEAST QUARTER OF SECTION 26 (WITH THE EXCEPTION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER) THE NORTH HALF OF THE NORTHWEST QUARTER, THE SOUITH HALF OF THE NORTHWEST QUARTER WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 1047 East 76th Street 20-26-315-040-0000

PARCEL 9:
LOTS 13 AND 14 IN BLOCK 60 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114), TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.
7709 South Greenwood 20-26-323-016
-0000

PARCEL 14:
LOT 22 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114) IN SECTIONS 26 AND 35, TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS. 7727 South Greenwood 20-26-323-024-0000

PARCEL 15:
LOT 15 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114 FEET) IN TOWNSHIP 38 NORTH, RANGE 14. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
7725 South Greenwood 20-26-323-023
-0000

PARCEL 16:
LOT 13 AND THE NORTH 3 FEET OF THE WEST 53.6 FEET OF LOT 12 IN BLOCK 80 IN CORNELL, A SUBDIVISION OF THE WEST 112 FEET OF SECTION 26 AND THE SOUTHEAST 114 FEET OF SECTION 26 (EXCEPT THE EAST 112 FEET OF THE NORTHEAST 1/4 OF SAID SOUTHEAST 114), THE NORTH 112 FEET OF THE NORTHWEST 1/4. THE SOUTH 112 OF THE NORTHWEST 114 LYING WEST OF THE ILLINOIS CENTRAL RAILROAD AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL

MERIDIAN IN COOK COUNTY, ILLINOIS. 7741 South
Greenwood 20-26-323-026-0000

PARCEL 17:
LOT 12 IN BLOCK 79 IN CORNELL, A SUBDIVISION OF SECTIONS 26 AND 35 IN SECTION 26,

TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS 7711 South Greenwood 20-26-323-017-0000

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: New Life

Covenant Oakwood Church, p/k/a »ey Life Covenant S.E. Church

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [XJ the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the
2. Applicant in which the Disclosing Parry holds an interest: _
   OR
3. [ ] a legal entity with a right of control (see Section II.B.l.) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 710 East 47th Street,
Chicago Illinois 60653

C. Telephone: 773-285-1731 Fax: 773-285-1741 Email: leefantroygnewlifeoakwood.org

D. Name of con tact person: Lee Fantroy „___

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

See attached Exhibit A.

G. Which City agency or department is requesting this EDS? Honsing & Ecoamic Development

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

*Specification #* *and Contract #*

SECTION II DISCLOSURE OF OWNERSHIP INTERESTS

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

[ J Person [ ]
[ ] Publicly registered business corporation [ ]
[ ] Privately held business corporation [ ]
[ ] Sole proprietorship ^ ]
[ ] General partnership (Is
[ j Limited partnership
_ ] Trust [ ]

Limited liability company Limited liability partnership Joint venture
Not-for-profit corporation
the not-for-profit corporation also a 501(c)(3))?
F] 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 [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

Name Title
See Attached Exhibit B

r ftp re are no Members of the Organization which are legal entities

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial

interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,



interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 ofthe Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

| Name | Business Address | Percentage interest in the Disclosing Party |
|---|---|---|
| Not Applicable | | |

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-) 56 ofthe Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

r J Yes W No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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



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

(Add sheets if necessary)

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

[JYes (JNo P5 No person directly or indirectly owns 10% or more of the Disclosing Party.

]f "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 W No

B. FURTHER CERTIFICATIONS

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





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

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

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

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

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

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

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

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



Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of cither the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such

Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

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

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

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

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

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of stale or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or ofthe United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-J56 (Governmental Ethics) ofthe Municipal Code.

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



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

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

"none").

None

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

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

{J is W is not

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

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

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

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



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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

3. in accordance with Section 2-156-] 10 of the Municipal Code: Does any official or employee of the City have a financial interest in bis or her own name or in the name of any other person or entity in the Matter?

[ J Yes M No

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

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

Does the Matter involve a City Property Sale?

[]Yes [JNo

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

| Name | Business Address | Nature of Interesl |
|---|---|---|

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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



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

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



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SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete (his Section VI. If the Matter js 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

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity b'sted in Paragraph A,]. 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 anyagency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contact, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.



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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?



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[JYes [}No

If "Yes," answer the three questions below:

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

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

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

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



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

The Disclosing Parry understands and agrees that:

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

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

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

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

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the

information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise, By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against tbe 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 die Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article 1 of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:



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

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

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

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

CERTIFICATION

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

John F. Hannah
By:

(Print or type name of Disclosing Party)

John F. Hannah

(Print or type name of person signing)



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Senior Pastor
(Print or type title of person signing)

Signed and sworn to before me on (date)

at Cook County, Illinois



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

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

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

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

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.l.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers ofthe Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ JYes [xjNo.

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.