OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

March 28, 2018

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

Ladies and Gentlemen:

At the request of the Commissioner of Fleet and Facility Management, I transmit herewith ordinances authorizing the execution of lease and license agreements.

Your favorable consideration of these ordinances will be appreciated.

Mayor

Very truly yours,

ORDINANCE

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

SECTION 1: On behalf of the City of Chicago as Sub-Tenant, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a Sublease with Catholic Charities of the Archdiocese of Chicago, as Sub-Landlord, for use of approximately 2,400 square feet of building space located at 2400 South

Kedzie Avenue, by the Department of Public Health; such Sublease to be approved by the Commissioner of the Department of Public Health and the Commissioner of Fleet and Facility Management, and approved as to form and legality by the Corporation Counsel in substantially the following form:

LEASE NO. 10081

SUBLEASE

THIS AGREEMENT (the "Sublease") is made and entered into this day of **, 2018 (the "Commencement Date"), by and between the CITY OF CHICAGO,** an Illinois Municipal Corporation and Home Rule Unit of Government, (hereinafter referred to as "City"), and CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHICAGO, an Illinois Not-for-Profit Corporation (hereinafter referred to as "CCAC").

RECITALS

WHEREAS, CCAC is occupying the real property more commonly known as 2400 South Kedzie Avenue (the "Building"), Chicago, Illinois, pursuant to a Lease (the "Master Lease") between CCAC and Hannibal Gonzalez Environmental Services (the "Landlord"); and

WHEREAS, the Master Lease expires on September 30, 2018; and

WHEREAS, the Building is a two-story property comprised of approximately 19,500 square feet of office space; and

WHEREAS, the terms of the Master Lease allow CCAC to sublease all or a portion of the Building to other parties; and

WHEREAS, CCAC has agreed to sublease to the City, and the City has agreed to sublease from CCAC, the northwest office area on the second floor of the Building comprised of approximately 2,400 square feet to be used by the City's Department of Public Health as the Westside Health Partnership Women Infants and Children's ("WIC") Office or other related municipal uses as determined by the City; and

WHEREAS, CCAC and other CCAC agencies occupy the remainder of the Building; and

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

SECTION 1. GRANT

CCAC hereby subleases to the City the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

Approximately 2,400 square feet of office space located in the northwest office area of the 2nd Floor of the 2400 South Kedzie Avenue Building, Chicago, Illinois (the "Premises").

SECTION 2. TERM

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LEASE NO. 10081

1 Term. The term of this Sublease (the "Term") shall begin on the Commencement Date and shall end on September 30, 2018, unless sooner terminated as set forth in this Sublease.

2 Renewal Option. If the term of the Master Lease between Landlord and CCAC is renewed for a period of at least three years, then Tenant shall have the right, subject to the written approval of CCAC, to extend the Term of this Sublease for an additional three years, through September 30, 2021. Such extension shall be memorialized in an amendment to this Sublease executed by both parties.

SECTION 3. RENT, TAXES, AND UTILITIES

1 Rent. The City shall pay rent for the Premises in the amount of the City's Proportionate Share (as hereinafter defined) of the rent payable by CCAC under the Master Lease. The term "Proportionate Share" shall mean the square footage of the Premises divided by the total square footage of the Building. The Building's total square footage is approximately 19,500 square feet and the square footage of the Premises is approximately 2,400 square feet. Accordingly, the City's Proportionate Share is 12.3% of the rent payable by CCAC under the Master Lease. CCAC's monthly rent under the Master Lease is $30,127.50 for the period beginning on October 1, 2015 and ending on September 30, 2018. As a result, the City's proportionate share of the rent under the Master Lease ("Proportionate Rent") shall be

a) $3,705.68 per month for the Term; and

b) if the Term is extended pursuant to Section 2.2 above, 12.3% of the rent then payable by CCAC to Landlord under the Master Lease, for the period beginning on October 1, 2018 and ending on September 30, 2021.

2 Utilities and Tax Reimbursement. In addition to Proportionate Rent, the City shall reimburse CCAC for its Proportionate Share of utility costs and real estate taxes payable by CCAC under the Master Lease (the "Proportionate Expenses"). Utilities shall be comprised of gas, electricity, and water services to the Premises. The City's Proportionate Expenses shall initially be set at $882.49 per month and shall be adjusted from time to time upon written notice and accounting from CCAC to City.

3 Time and Place of Payment. Proportionate Rent and Proportionate Expenses shall be paid to CCAC at Catholic Charities of the Archdiocese of Chicago, 721 North LaSalle Street, Chicago, Illinois 60610, or at such place as CCAC may from time to time, designate in writing to the City. The City's Proportionate Rent shall be paid no later than the 15th day of each month. CCAC shall continue to pay the Landlord directly all rent and other amounts due under the Master Lease. At no time shall the City make any payments to Landlord.

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4 Telephone and Communications. The City shall be responsible for payment, maintenance, and repair of any telephone or telecommunications devices required by the City for the City's operations within the Premises. By written mutual agreement of the parties, the City and CCAC may also elect to allow the City to use CCAC's phone lines. In the event of such use

of CCAC's phone lines by the City, the City shall reimburse CCAC the allocable costs attributable to the City's use of CCAC phone lines.

SECTION 4. CONDITION AND ENJOYMENT OF PREMISES, ALTERATIONS AND ADDITIONS, SURRENDER

1 Condition of Premises upon Delivery of Possession. CCAC covenants that, to the best of CCAC's knowledge, the Premises comply in all respects with all federal, state and local laws, ordinances, orders, rules, regulations and requirements (collectively, "Laws") which may be applicable to the Premises or any portion thereof or to the use or manner of use of the Premises; provided, that CCAC makes no representations and/or warranties, express or implied, about the quality of air in and around the Premises, or the water provided to the Premises, or the presence of hazardous substances in, on or under the Premises. This Section 4.1 shall survive the City's acceptance of the Premises.

2 Covenant of Quiet Enjoyment. CCAC covenants and agrees that the City, upon paying the Proportionate Rent and Proportionate Expenses, and upon observing and keeping the covenants, agreements and conditions of this Sublease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Sublease) during the Term without hindrance or molestation by CCAC, Landlord, or by any other person or persons.

3 CCAC's Duty to Maintain Premises and Right of Access. CCAC shall, at CCAC's expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of the City of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), Title 15 ("Fire Prevention") and all applicable landscape ordinances. If CCAC shall refuse or neglect to make non-emergency repairs within twenty (20) days after receipt of written notice thereof sent by the City, unless such repair cannot be remedied within twenty (20) days and CCAC has commenced and is diligently pursuing all necessary action to remedy such repair, the City is authorized to make such repairs and to deduct the cost thereof from the Proportionate Rent and Proportionate Expenses accruing under this Sublease. The City shall provide CCAC with access to the Premises for the purpose of inspecting and making repairs to the Premises. Except in the case of emergencies, CCAC shall first give prior written notice to the City of at least five (5) business days of its desire to enter the Premises and will schedule its entry so as to minimize any interference with the City's use of the Premises.

4 Use of the Premises. The City shall fully comply with all applicable Laws, and shall not make

any use of the Premises, which directly or indirectly, is forbidden by any applicable Laws. The City further covenants not to do or suffer any waste or damage.

5 Alterations and Additions. The City shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that the City has obtained the prior written consent of CCAC. CCAC shall not unreasonably withhold consent.

SECTION 5. ASSIGNMENT, SUBSUBLEASE, AND LIENS

1 Assignment and Sublease. The City shall not assign this Sublease in whole or in part, or sublet the Premises or any part thereof, or permit an assignment to take place by any act or default of the City or any person within the City's control, without the written consent of CCAC in each instance. CCAC shall not unreasonably withhold, delay, or condition such consent.

2 City's Covenant Against Liens. The City shall not cause or permit any lien or encumbrance, whether created by act of the City, operation of law or otherwise, to attach to or be placed upon CCAC's title or interest in the Premises. All liens and encumbrances created by the City shall attach to the City's interest only.

SECTION 6. INSURANCE AND INDEMNIFICATION

1 Insurance. City and CCAC shall self-insure their respective operations within the Premises and within the Building.

2 Indemnification. CCAC shall indemnify and hold the City harmless against all liabilities, judgment costs, damages, expenses, and attorney's fees, which may accrue against, be charged to, or be recovered from the City by reason of any negligent performance of or failure to perform any of CCAC's obligations under this Sublease. Subject to allocation of adequate appropriations and any other applicable legislative procedures, requirements, and approvals, the City shall indemnify and hold CCAC harmless against all liabilities, judgment costs, damages, expenses, and attorney's fees, which may accrue against, be charged to, or be recovered from CCAC by reason of any negligent performance of or failure to perform any of the City's obligations under this Sublease.

SECTION 7. DAMAGE OR DESTRUCTION

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that the City cannot continue to occupy or conduct its normal business therein, or if the Premises do not meet all municipal building and fire code provisions, the City shall have the option to declare this Sublease terminated as of the date of such damage or destruction by giving CCAC written notice to such effect. CCAC may elect to repair/replace the Premises within forty-five (45) days after the occurrence of the event causing the damage.

Should CCAC elect to repair/replace the Premises, the City's option to terminate shall be held in abeyance until such time as said repair/replacement is completed or forty-five (45) days after the occurrence of the event causing the damage has lapsed. If CCAC elects not to make, or is unable to complete said repair/replacement within forty-five (45) days after the occurrence of the event causing the damage, and if the City exercises this option to terminate, the Proportionate Rent and Proportionate Expenses shall be apportioned as of the date of such damage or destruction and CCAC shall forthwith repay to the City all prepaid Proportionate Rent and Proportionate Expenses. If there is a casualty event, and normal business operations are interrupted, but the

City does not elect to terminate this Sublease, the Proportionate Rent and Proportionate Expenses shall abate during the time period that the Premises are not usable.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code), either direct or indirect, in the Premises; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any City governmental decision or action with respect to this Sublease.

2 Duty to Comply with Governmental Ethics Ordinance. CCAC and the City Shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2 -156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract as an inducement for the award of that contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City of Chicago.

SECTION 9. HOLDING OVER

In the event that CCAC renews the Master Lease, any holding over by the City shall be construed to be a sublease from month to month only beginning on the day following expiration of this Sublease (the "Holding Over") and the Proportionate Rent and Proportionate Expenses shall be at the same rate as set forth in Section 3 of this Sublease. During such Holding Over, all other provisions of this Sublease shall remain in full force and effect. In the event that CCAC does not renew the Master Lease, the City must vacate the Premises on or before the date the Master Lease expires. The City will be responsible for any damages and costs sustained or incurred by CCAC from such retention of possession of the Premises by the City beyond the expiration of the Master Lease.

SECTION 10. MISCELLANEOUS

10.1 Notice. All notices, demands and requests which may be or are required to be given demanded or

requested by either party to the other shall be in writing. All notices, demands and requests by CCAC to the City shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to the City as follows:

City of Chicago
Department of Fleet and Facility Management Office of
Real Estate Management 30 North LaSalle Street, Room
300 Chicago, Illinois 60602

With a copy to:

City of Chicago
Chicago Department of Public Health - 333 South State
Street, Room 200 Chicago, Illinois 60604

or at such other place as the City may from time to time designate by written notice to CCAC and to the City at the Premises. All notices, demands, and requests by the City to CCAC shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to CCAC as follows:

Attn: Legal and Compliance Services Catholic Charities of the
Archdiocese of Chicago 721 North LaSalle Street Chicago,
Illinois 60610

or at such other place as CCAC may from time to time designate by written notice to the City. Any notice, demand or request which shall be served upon CCAC by the City, or upon the City by CCAC, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Sublease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Sublease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Sublease shall be valid and in force to the fullest extent permitted by law.

3 Governing Law. This Sublease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Sublease. This Sublease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto. There are no promises, terms, conditions, or obligations other than those contained herein, and this Sublease

supersedes all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

5 Captions and Section Numbers. The captions and section numbers appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Sublease nor in any way affect this Sublease.

6 Binding Effect of Agreement. The covenants, agreements, and obligations contained in this Sublease shall extend to, bind, and inure to the benefit of the parties hereto and their legal representatives, heirs, successors, and assigns.

7 Time is of the Essence. Time is of the essence of this Sublease and of each and every provision hereof.

8 No Principal/Agent or Partnership Relationship. Nothing contained in this Sublease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

9 Authorization to Execute Agreement. The parties executing this Sublease hereby represent and warrant that they are the duly authorized and acting representatives of CCAC and the City respectively and that by their execution of this Sublease, it became the binding obligation of CCAC and the City respectively, subject to no contingencies or conditions except as specifically provided herein.

10 Termination of Agreement: The City or CCAC shall have the right to terminate this Sublease at any time without cause by providing sixty (60) days prior written notice. Such early termination shall be without prepayment or penalty. This termination provision is also subject to the Federal Funds clause incorporated within Section 10.13 of this Sublease.

11 Force Majeure. When a period of time is provided in this Sublease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

12 No Broker. The City warrants to CCAC and CCAC warrants to the City that no broker or finder (a) introduced the City to the Premises, (b) assisted the City in the negotiation of this Sublease, or (c) dealt with the City on the City's behalf in connection with the Premises or this Sublease. Under no circumstances shall the City make any payments due hereunder to any broker(s) or to the Landlord under the Master Sublease.

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13 Federal Funding. The City's financial obligations under this Sublease are payable in part from funds when made available from the Federal Government. As a result, if the City defaults in the payment of any sums required to be paid under this Sublease, the sole remedy of CCAC shall be for possession of the demised Premises sixty (60) days from written notice from the City. In the event this clause is triggered, the City shall nonetheless be responsible for its prorated share of the Proportionate Rent and Proportionate Expenses up to and inclusive of the last day of the City's occupancy of the Premises.

14 Amendments. From time to time, the parties hereto may administratively amend this Sublease with respect to any provisions reasonably related to the City's use of the Premises and/or CCAC's administration of said Sublease. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both CCAC and the City. Such amendment (s) shall

only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this Sublease and all other provisions of this Sublease shall otherwise remain in full force and effect.

15 No Claims from Prior Usage. City and CCAC acknowledge and agree that the City has occupied the Premises by prior mutual agreement of the parties. City and CCAC each acknowledge and agree that the other party has performed all prior obligations, if any, and that neither party has any claims against the other with respect to such prior use.

16 Parking Lots. The Building includes an accessory parking lot located at 2401 South Kedzie Avenue (the "East Lot"). The City shall have access to the parking located on the southern tier of parking spots located on the East Lot on a first come first served basis. The City shall comply with any parking rules and regulations in place on the Commencement Date or thereafter promulgated in writing by CCAC for the East Lot.

17 No Construction against Preparer. This Sublease shall not be interpreted in favor of either the City or CCAC. City and CCAC acknowledge that both parties participated fully in the mutual drafting of this Sublease.

SECTION 11. ADDITIONAL RESPONSIBILITIES OF CITY

1 Custodial Services. The City shall provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, and sweeping of any kind. The City and CCAC acknowledge that CCAC custodians shall clean the shared restroom located on the second floor.

2 City Signage. The City reserves the right to install, at City's costs, an appropriate sign on the

front exterior of the Premises and the Building provided that it complies with the Law. At City's cost, the City shall properly maintain such signage. Upon termination of this Sublease or term lapse, the City will remove its signage at cost to the City.

3 Condition upon Termination. Upon the termination of this Sublease, the City shall surrender the Premises to CCAC in a comparable condition to the condition of the Premises at the Commencement Date, with acceptable normal wear and tear. The City covenants that CCAC's maintenance obligations only apply to normal wear and tear and do not cover damages attributable to the City's, or the City's agents or clients, acts of vandalism or negligence.

4 CCAC Signage. During the last six (6) months of the Term, the City will allow CCAC to place upon the Premises "For Lease" signs not to exceed 2' x 2' in size.

5 Illegal Activity. The City, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other tenants of the Building, is illegal, or increases the rate of insurance on the Premises or the Building.

6 Hazardous Materials. The City shall keep out of the Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of CCAC's fire

insurance carrier, not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances, thereto. Any hazardous waste or materials generated by the City must be disposed of by the City at the City's costs and in accordance with all applicable Law.

7 Repairs for City Negligence, Vandalism, or Misuse. The City shall assume all responsibility for any repairs to the Premises or common areas necessitated by the negligence, vandalism, or intentional misuse of the Premises, common areas, or equipment therein by the City's employees, invitees, agents, or contractors. CCAC shall notify the City in writing of such damage. At the City's option, the City may perform such repairs with the City's service providers at the City's sole cost without further setoff or deduction. In the alternative, the City may direct CCAC in writing to perform said repairs subject to full reimbursement to CCAC of all costs associated with such repairs excluding any overhead and/or profit. Any repairs to the Premises effectuated by CCAC under this section shall only be performed by CCAC upon written approval from the Commissioner of the Department of Fleet and Facility Management. Repairs made without said written approval and concurrent Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management shall not be reimbursable to CCAC.

8 Vending Machines. The City reserves the right to place vending machines within the Premises and derive revenue therefrom. The City, or the City's contractor, shall maintain such vending machines in accordance with all applicable Law.

9 Biometrics Machine. The City shall be responsible for the maintenance of any biometrics

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machine or other employee tracking devices that the City may elect to install within the Premises.

10 Waiting Room Furniture. The City and CCAC acknowledge that the large waiting area on the 2nd floor of the Building is shared by clients of the City, CCAC, and other CCAC agencies (including Westside Health Partnership). The City and CCAC acknowledge that the furniture located within the large waiting area on the 2nd floor of the Building is owned by CCAC.

11 Building Rules. City shall comply with all reasonable rules and regulations in place on the Commencement Date or thereafter promulgated in writing by CCAC for use or access to the Building.

SECTION 12. ADDITIONAL RESPONSIBILITIES OF CCAC

1 Plumbing. CCAC shall maintain (or shall require the Landlord to maintain) plumbing in good operable condition.

2 Engineering Services. CCAC shall provide, at CCAC's expense (or shall require the Landlord to provide at Landlord's expense), any and all engineering service for maintenance of the exterior and interior of the Premises, including all structural, mechanical and electrical components. Engineering service as used herein shall not be construed to mean cleaning,

washing, or sweeping of any kind, or moving of furniture, but shall refer strictly to service for the maintenance of the physical plant.

3 Air-Conditioning. CCAC shall provide (or shall require the Landlord to provide) air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. CCAC shall maintain (or shall require the Landlord to maintain) the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from the City or any of its agents or clients.

4 Heat. City shall reimburse CCAC for utilities for heat charges pursuant to Section 3.5 hereinabove. CCAC shall maintain (or shall require the Landlord to maintain) the plant and equipment in good operable condition, excluding damage caused by acts of vandalism from the City or any of its agents or clients.

5 Fire Extinguishers. CCAC shall provide and maintain (or shall require the Landlord to provide and maintain) required fire extinguishers on the Premises as all times. CCAC will not be responsible for vandalized or stolen fire extinguishers.

6 Smoke Detectors. CCAC shall provide and maintain (or shall require the Landlord to provide and maintain) smoke detectors on the Premises as all times. CCAC will not be responsible for vandalized or stolen smoke detectors.

7 Security. CCAC shall pay provide security for the Building. City may elect to provide security for the Premises at City's cost.

8 Pest Control and Scavenger Services. CCAC shall provide and pay (or shall require the Landlord to provide and pay) for pest control and scavenger service when necessary. Any hazardous waste or materials generated by the City must be disposed of by the City at the City's costs and in accordance with all applicable Law.

9 Snow Removal. CCAC shall provide and pay (or shall require the Landlord to provide and pay) for prompt removal of snow and ice from the East Lot and the sidewalks which immediately abut the Building and the East Lot at no cost to the City.

10 Economic Disclosure Statement Affidavit Updates. Throughout the Term (and during any Holding Over), CCAC shall provide the City with any material updates to the information previously submitted in CCAC's Economic Disclosure Statement Affidavit. The City may also request such updates from time to time. The City reserves the right to withhold payments under this Sublease in the event CCAC fails to provide such updates.

SECTION 13. CCAC DISCLOSURES AND AFFIRMATIONS

13.1 Business Relationships. CCAC acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing,

any other the 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 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Sublease, 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 Sublease shall be grounds for termination of this Sublease and the transactions contemplated hereby. CCAC hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Sublease or the transactions contemplated hereby.

2 Patriot Act Certification. CCAC represents and warrants that neither CCAC nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons

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List, the Unverified List, the Entity List and the Debarred List. As used in this Section, an "Affiliate" shall be deemed to be a person or entity related to CCAC that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with CCAC, 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.

3 Prohibition on Certain Contributions-Mayoral Executive Order No. 2011-4. CCAC agrees that CCAC, any person or entity who directly or indirectly has an ownership or beneficial interest in CCAC of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, CCAC's contractors (i.e., any person or entity in direct contractual privity with CCAC regarding the subject matter of this Sublease) ("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 (CCAC and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not

I make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Sublease by CCAC, (b) while this Sublease or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Sublease or any Other Contract, or (d) during any period while an extension of this Sublease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16,2011, the Commencement Date of Executive Order 2011-4.

CCAC represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached CCAC, or the date CCAC approached the City, as applicable, regarding the formulation of this Sublease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

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

Notwithstanding anything to the contrary contained herein, CCAC agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Sublease or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Sublease, 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 Sublease, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

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

d) Individuals are "domestic partners" if they satisfy the following criteria:

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

ii) neither party is married; and

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

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

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

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

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

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

A) joint ownership of a motor vehicle;
B) joint credit account;
C) a joint checking account;
D) a Sublease for a residence identifying both domestic partners as Landlords.

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

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

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

5 Failure to Maintain Eligibility to do Business with City. Failure by CCAC 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 this Sublease and the

transactions contemplated thereby. CCAC shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

6 Cooperation with Office of Inspector General. It is the duty of CCAC and all officers, directors, agents, partners, and employees of CCAC to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. CCAC represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

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7 2014 Hiring Plan Prohibitions.

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

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

iii) CCAC will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Lease, or offer employment to any individual to provide services under this Lease, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Lease, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

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

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LEASE NO. 10081

13.8 Non-Discrimination. CCAC 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, source of income, nor against anyone seeking contraceptive or family planning services from the City, in its provision of services or with respect to any individual seeking access to the City's Premises in the Building or in the administration of this Sublease.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Sublease as of the day and year first above

written.

SUBLESSOR:

CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHICAGO,
an Illinois Not-for-Profit Corporation

By:

Name: Title:

SUBLESSEE:

CITY OF CHICAGO,
an Illinois Municipal Corporation and Home Rule Unit of Government

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

Commissioner

DEPARTMENT OF PUBLIC HEALTH

Commissioner

APPROVED AS TO FORM AND LEGALITY: BY: THE DEPARTMENT OF LAW

By:

Chief Assistant Corporation Counsel

16

2400 S. Kedzie Ave. Lease No. 10081

SECTION 2: This Ordinance shall be effective from and after the date of its passage and approval.

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:

Catholic Charities of the Archdiocese of Chicago

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

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

B. Business address of the Disclosing Party: 721 N. LaSalle Street, Chicago, IL 60654

C. Telephone: 312-655-7538 Fax: 312-654-0849 Email: mbianchifgcatholiccharities.net <http://mbianchifgcatholiccharities.net>

D. Name of contact person: Michele Bianchi. Esq.

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

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

Lease agreement with the City of Chicago to permit the City use of space at 2400 S. Kedzie Ave.

G. Which City agency or department is requesting this EDS? Dept. of Fleet 8r Facility Management

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

Specification # . and Contract #

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SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of me Disclosing Party:

[ ] Person	[ ] Limited liability company
[ ] Publicly registered business corporation	[ ] Limited liability partnership
[ ] Privately held business corporation	[ ] Joint venture
[ ] Sole proprietorship	[XJ Not-for-profit corporation
[ ] General partnership	(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Limited partnership	[X] Yes [j No
[ ] Trust	[ ] 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 |X] Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

NOTE: Each legal entity listed below must submit an EDS on its own behalf.
There is one member, the Catholic Bishop of Chicago, a Corporation Sole.

Name	Title
Rev. Msgr. Michael M. Boland	Administrator, President and CEO
Leonard E. Wiatr	Chairman ~ "
David Y. McHugh	Treasurer
Janice R. Klich	Secretary
Michele Biancfli	Assistant Secretary

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Elida Hernandez Assistant Treasurer

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

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

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

Name	Business Address	Percentage Interest in the Applicant
None		

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

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

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

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

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

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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.
N/A			

(Add sheets if necessary)

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

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

[ ] Yes [ ]No [X] No person directly or indirectly owns 10% or more of the Disclosing Party.

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

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor

any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

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

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

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

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, of had a civil judgmentrehderea
attempting to obtain, or perfonrung 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 corrmiitting any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

5. Certifications (5), (6) and (7) concern:
   - the Disclosing Party;
   - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");

- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe,

a. a public "officer or em^^ or any agency of the federal government

a. or of any state or local government in the United States of America, in that officer's or employee's

a. official capacity;

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

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

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

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

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

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

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

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

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

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

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

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

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during

the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than $25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.
J__

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)
[ ] is - [X] is not

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

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

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

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

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

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

[ ]Yes [XJNo

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), skip Items D(2) and D(3) and proceed to Part E.

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

Does the Matter involve a City Property Sale?

[]Yes []No

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

Name	Business Address	Nature of Financial Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

X1." The Disclosing Party verifies that the Disclosing Party has searched any arid all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies.

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The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?
[ ] Yes [ ] No

If "Yes," answer the three questions below:

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

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

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

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

SECTION VTI - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

with all statutes, ordinances, and regulations on which this EDS is based.

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

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

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

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

CERTIFICATION

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

Catholic Charities of the Archdiocese of Chicago (Print or type exact legal name of Disclosing Party)

(Sigffhere)

Rev. Msgr. Michael M. Boland
(Print or type name of person signing)

Administrator, President and CEO
(Print or type title of person signing)

Signed and sworn to before me on (date) Of -, j7/ ^-^OlH , at CaolC County, _~7/<>>o7 - (state).

EDNAQUIflONES Official Seal Notary Public • State of Illinois
My Commission Expires Apr 3,2021

Commission expires: 0^"oS" £-0<^l

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND

DEPARTMENT HEADS

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

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

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

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

[ ] Yes [XJ No

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

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is hot to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

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

[ ] Yes [X] No

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

[ ]Yes [ ]No [X] The Applicant is not publicly traded on any exchange.

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

CITY OF CHICAGO ECONOMIC

DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

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

Catholic Bishop of Chicago

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

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

3. [yj a legal entity with a direct or indirect right of control of the Applicant (see Section 11(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

The Catholic Bishop of Chicago is the sole member of Catholic Charities of the Archdiocese of Chicago

B. Business address of the Disclosing Party: 835 N. Rush Street, Chicago, IL 60611

C. Telephone: 312-534-8157: Fax: 312-534-8302 Email:_bbohlen@archchicago.org <mailto:_bbohlen@archchicago.org>.

D. Name of contact person: Betsy Bohlen

E. *Federal Employer Identification No. (if you have one): J* ~\

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

City lease of property located at 2400 S. Kedzie Ave from Catholic Charities.

G. Which City agency or department is requesting this EDS? Dept. of Fleet 8r Facility Management

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 of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[J Joint venture --
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
|x] Other (please specify)
Illinois Corporation Sole is a 501(c)(3)

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 \x\ Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name ' Title
Since the Catholic Bishop of Chicago ("CBC") is a corporation sole, it does not have officers and directors and it
does not have any members. The CBC is a corporation in good standing in the State ofTIlinoisT Tfs Secretary ot
Sat&-l-ile-number-(____ ~?-Ca«linal „Ias<^J.XupicU-is4h(^A4^1^i.shop-of-ChiCiVgo.- ---

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

current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

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

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

Name	Business Address	Percentage Interest in the Applicant
None.		

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

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

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

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

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

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

SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

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

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.
N/A			

(Add sheets if necessary)

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

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

[ ] Yes [ ] No [X] No person directly or indirectly owns 10% or more of the Disclosing Party.

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

[ ] Yes [j No

B. FURTHER CERTIFICATIONS

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

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

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

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

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

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

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

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any stale, or any other unit of local government.

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

5. Certifications (5), (6) and (7) concern:
   - the Disclosing Party;
   - any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
   - any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of

another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Af filiated 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 either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

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

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

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

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

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

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

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving

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actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

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

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

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

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

See Attachement A. '

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

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

None. ;

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

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"none"). As to any gift listed below, please also list the name of the City recipient.

None.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[J is [X] is not

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

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

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

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary): None.

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

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

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

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

[ ] Yes [x] 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), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or

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employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

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

Name	Business Address	Nature of Financial Interest

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(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.

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B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?
[ ] Yes ' [ ] No

If "Yes," answer the three questions below:

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

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

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

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

SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

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

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

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

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

CERTIFICATION

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

_The Catholic Bishop of Chicago
(Print or type exact legal name of Disclosing Party)

(Print or type name of person signing)

(Print or type title of person signing)

"OFFICIAL SEAL" >
< Urr:i.M«LI3L-.AL »
< SU2ETTE F. CASH >
- NOTARY PUBLIC, STATE Of- ILLINOIS 1
- My Commission Expires 6/4/2018 1

Commission expires:

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

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

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor,

any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

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

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

[ ] Yes be] No

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

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

[ ] Yes [yj No

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

[ ] Yes [ ] No ' [yj The Applicant is not publicly traded on any exchange.

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

Attachment A

Response to Section V. B. 11.

With respect to Section V.B.2., the CBC from time to time is made aware of fees, such as driveway fees, that may be delinquent. The CBC pays these as is it becomes aware of them. In addition, the CBC has completed discussions with the City of Chicago regarding outstanding water and sewer fees and is in the process of reaching full compliance.

With respect to Sections V.B.3. and V.B. 5., the CBC is a party to a consent decree that wasyentered in 2008 with the Illinois Department of Public Health, Case No. 08CH33094, and that pertains to alleged violations of the Illinois Asbestos

Abatement Act, the Illinois Abestos Management regulations and federal AHERA regulations. In addition, the CBC is and has been a party in various administrative and judicial proceedings involving building, fire and other code violations at various properties owned by it. These cases are generally dismissed after there has been full compliance.