



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
[www.chicityclerk.com](http://www.chicityclerk.com)

## Legislation Text

---

**File #:** O2019-347, **Version:** 1

---

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL  
MAYOR

January 23, 2019

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

Ladies and Gentlemen:

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

Your favorable consideration of these ordinances will be appreciated.

Mayor

Very truly yours,

### ORDINANCE

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

WHEREAS, pursuant to an ordinance adopted by the City Council on July 21, 2004, and published at pages 27705-27826 of the Journal of the Proceedings of the City Council ("Journal") of such date, a certain

redevelopment plan and project (the "Plan") for the 47th/King Drive Redevelopment Project Area (the "Redevelopment Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on June 21, 2004, and published at pages 27827-27832 of the Journal of such date, the Redevelopment Area was designated as a Tax Increment Financing District pursuant to the Act; and

WHEREAS, pursuant to an ordinance adopted by the City Council on July 21, 2004, and published at pages 27833-27843 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, the City is the owner of the vacant parcel of property located at 335-347 East Garfield Boulevard, Chicago, Illinois 60637, which is legally described on Exhibit A attached hereto (the "Property"), and is located in the Redevelopment Area; and

WHEREAS, the Property is located in the Washington Park Community Area and is comprised of approximately 0.726 acres (31,625 square feet); and

WHEREAS, the appraised fair market value of the Property is \$475,000; and

WHEREAS, Lake Park Associates, Inc., an Illinois corporation, (the "Developer"), has offered to purchase the Property from the City for the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00), with the intent of constructing and operating upon the Property a public green space and arts venue (the "Project"), in accordance with and as fully described in the terms and conditions of a proposed Redevelopment Agreement between the City and the Developer, the substantially final form of which is attached hereto as Exhibit B (the "Redevelopment Agreement"); and

WHEREAS, public notice advertising the City's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the Chicago Sun-Times, a newspaper of general circulation, on November 19, November 26 and December 3, 2018; and

WHEREAS, no alternative proposals were received by the deadline indicated in the aforesaid notice; and

WHEREAS, pursuant to Resolution No. 18-080-21 adopted on December 20, 2018 by the Plan Commission of the City (the "Commission"), the Commission approved the negotiated sale of the Property to the Developer; now, therefore,

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

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

SECTION 2. The City Council hereby approves the sale of the Property to the Developer for the amount of Twenty Five Thousand and 00/100 Dollars (\$25,000.00). This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer. The Commissioner of the Department of Planning and Development of the City (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and

legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, one or more quitclaim deed(s) conveying the Property to the Developer, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

Attachments: Exhibit A - Legal Description of Property Exhibit B -  
Redevelopment Agreement

**EXHIBIT A LEGAL DESCRIPTION**

*(subject to final commitment and survey)*

THE WEST 1/2 OF LOT 9 (EXCEPT THE NORTH 134 FEET THEREOF TAKEN FOR BOULEVARD) IN BLOCK 2 IN YERBY'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-15-104-008

Commonly known as: 335 East Garfield Boulevard, Chicago, Illinois

THE EAST 1/2 OF LOT 9 (EXCEPT THE NORTH 134 FEET THEREOF) IN BLOCK 2 IN YERBY'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-15-104-009

Commonly known as: 339 East Garfield Boulevard, Chicago, Illinois

THE WEST 1/2 OF LOT 10 (EXCEPT THE NORTH 134.00 FEET OF SAID LOT) AND THE WEST 6.00 FEET OF THE EAST 1/2 OF LOT 10 (EXCEPT THE NORTH 134.00 FEET OF SAID LOT) IN BLOCK 2 IN YERBY'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-15-104-010

Commonly known as: 343 East Garfield Boulevard, Chicago, Illinois

THE SOUTH 133 FEET OF THE EAST 1/2 (EXCEPT THE WEST 6 FEET THEREOF) OF LOT 10 AND THE SOUTH 133 FEET OF THE WEST 1/2 OF LOT 11 ALL IN BLOCK 2 IN YERBY'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN

COOK COUNTY, ILLINOIS.

PIN: 20-15-104-011

Commonly known as: 347 East Garfield Boulevard, Chicago Illinois

**EXHIBIT B REDEVELOPMENT AGREEMENT**

(ATTACHED)

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

(The Above Space for Recorder's Use Only)

**This AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND ("Agreement") is made on or as of \_\_\_\_\_, 2019, by and between the CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and LAKE PARK ASSOCIATES, INC., an Illinois corporation ("Developer"), whose offices are located at 5235 South Harper Court, Chicago, IL 60615.

**RECITALS**

WHEREAS, the City is the owner of approximately [33,633 - to be confirmed by survey] square feet of vacant land located at 335-347 East Garfield Boulevard, as legally described on Exhibit A attached hereto (the "City Parcels"); and

WHEREAS, Developer is the owner of the eastern 25 feet of the property within the parcel of real property designated by Property Index Number 20-15-104-007, as legally described on Exhibit B attached hereto (the "Developer Parcel"); and

WHEREAS, the City Parcels and the Developer Parcel together shall be called the "Property"; and

WHEREAS, Developer intends either directly, through its Affiliates, or through an approved Co-Developer (as defined below), to engage in one or more of the Permitted Uses (as defined below), which uses include providing (i) limited no-cost arts and cultural programming for local youth and creative professionals and (ii) urban green space along Garfield Boulevard in the Washington Park neighborhood; and

WHEREAS, Developer desires to purchase the City Parcels from the City in order to combine it with the Developer Parcel and construct an active public green space consisting of a seeded lawn with accessible pathways, (the "Phase I Arts Lawn Project") on the Property; and

WHEREAS, as part of the Project (as defined below), Developer will either: (i) landscape and enhance the Property with pedestrian amenities that allow for active programming, passive use and accessible pathways for residents as well as a teaching rain garden, and install a pavilion (the "Pavilion"), which measures no less than 500 square feet (the "Phase II Arts Lawn Project"), to be operated by Developer, an Affiliate (as defined below) of Developer or another educational or cultural entity approved by the City as co-developer of the Cultural Center Project

("Co-Developer"); or (ii) construct upon the Property a structure which shall include an arts-oriented cultural center (the "Cultural Center Project") with appropriate community-oriented uses and benefits, to be constructed and operated by Developer, an Affiliate or the Co-Developer (the Phase II Arts Lawn Project and the Cultural Center Project, each, a "Phase II Project", and together with the Phase I Arts Lawn Project, the "Project"); and

WHEREAS, the Plans and Specifications for the Phase I Arts Lawn Project are attached hereto as Exhibit C; and

WHEREAS, the estimated cost of the Phase I Arts Lawn is \$339,500; and

WHEREAS, Developer is also planning to redevelop and repurpose the existing single-story buildings located immediately west of the Terrace Parcel (as defined below) at 323 - 331 East Garfield Boulevard into a multi-use rehearsal, educational and live-performance venue with direct access to the Phase I Arts Lawn Project (the "Theater Project"); and

WHEREAS, as part of the Theater Project, Developer is building a terrace on the western 25 feet of PIN 20-15-104-007 (the "Terrace Parcel"), which is located directly west of the Developer Parcel; and

WHEREAS, Developer has also executed a lease agreement for the approximately 710 square foot historic station facility from the Chicago Transit Authority, located at 319 East Garfield Boulevard, to be used for entrepreneur incubator space or commercial space by community members at subsidized rent rate during the lease term, and other Required Uses as defined in the CTA lease (the "CTA Project"); and

WHEREAS, Developer also owns the parcel at the eastern end of the block at the corner of Garfield Boulevard and Martin Luther King Drive, consisting of PINs 20-15-104-014 and 20-15-104-015 (the "Vacant Parcel"), and such Vacant Parcel is currently undeveloped; and

WHEREAS, the Property is located in the 47<sup>th</sup>/State Redevelopment Project Area (the "Redevelopment Area"), as created by ordinance adopted on July 21, 2004; and

WHEREAS, the Project is consistent with the redevelopment plan and project for the Redevelopment Area (as amended, the "Redevelopment Plan"); and

WHEREAS, the City Parcels have an appraised value of \$475,000 (approximately \$14:12 per square foot) as of November 2, 2018; and

WHEREAS, the City has agreed to sell the City Parcels to Developer for \$25,000 in consideration of Developer's obligations to construct the Project in accordance with the terms and conditions of this Agreement, to comply with certain use restrictions and to comply with and obtain (as required in Sections 15.2 and 22.3) Final NFR Letters (as defined below), among other requirements; and

WHEREAS, two USTs (as defined below in Section 2.1) have been located on the City Parcels, and the City has agreed to remove the USTs prior to the conveyance of the City Parcels to Developer; and

WHEREAS, Developer will obtain approval or conditional approval of a CSIR/ROR/RAP (as defined in Section 22.3(c)) from IEPA for the City Parcels and the City will perform

remediation in accordance with the approved CSIR/ROR/RAP and Developer's Site Preparation Documents dated January 11, 2018 and obtain a Final NFR for the City Parcels prior to the Property Closing, as further detailed in Section 22 below; and

WHEREAS, Developer will pay for a portion of the estimated remediation costs for the work to be performed by the City on the City Parcels, as further detailed in Section 22 below; and

WHEREAS, as security for Developer's completion of construction of the Project and compliance with the use restrictions set forth herein, Developer has agreed to execute a reconveyance deed in the form attached hereto as Exhibit D (the "Reconveyance Deed"); and

WHEREAS, the City Council of the City of Chicago (the "City Council"), pursuant to an ordinance adopted on \_\_\_\_\_, 2019, and published at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of the Proceedings of the City Council (the "Journal") of such date, authorized the sale of the City Parcels to Developer, subject to the execution, delivery and recording of this Agreement.

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

## **SECTION 1. INCORPORATION OF RECITALS.**

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

## **SECTION 2. DEFINITIONS AND RULES OF CONSTRUCTION.**

2.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals, the following terms shall have the following meanings:

"2014 City Hiring Plan" is defined in Section 30.1.

"2FM" is defined in Section 10.2(m).

"Actual Residents of the City" means persons domiciled within the City, as set forth in more detail in Section 23.2(c) hereof.

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any person 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.

"Agent" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of Developer, or its contractors or Affiliates.

"Agreement" means this Agreement as may be amended in accordance with the terms

hereof.

"Architect" means .

"Arts Incubator" means the\_venue located at 301 East Garfield Boulevard which functions as part of the Arts + Public Life initiative of the University of Chicago.

"Budget" is defined in Section 9.

"Bundle" is defined in Section 27.7(a).

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the City.

"Cap" is defined in Section 22.3(i).

"Certificate of Completion" is defined in Section 14.1.

"Change Order" means any modification to the Scope Drawings, Plans and Specifications, or Budget, as described in Sections 9 and 11.

"City" is defined in the Preamble to the Recitals.

"City Parcels" is defined in the Recitals.

"City Contract" is defined in Section 24.1(1).

"City Council" means the City Council of the City of Chicago as defined in the Recitals.

"City Work" means the removal of the two (2) USTs, the capping of the contaminated areas with a 0.6mm geotextile filter fabric and eighteen (18) inches of imported clean fill on the City Parcels in accordance with the IEPA-approved CSIR/ROR/RAP and Site Preparation Documents dated January 11, 2018, the construction of a stormwater detention system designed by Developer that meets all of the City's stormwater requirements, field oversight of aforementioned remediation and construction activities, preparation and submittal of the Remedial Action Completion Report to IEPA, and obtaining and recording the Final NFR for the City Parcels.

"Claims" means liens (including, without limitation, lien removal and bonding costs), liabilities, obligations, damages, losses, demands, penalties, assessments, payments, fines, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including, without limitation, reasonable, actually-incurred legal fees and expenses and costs of investigation) of any kind and nature whatsoever.

"Co-Developer" is defined in the Recitals.

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DPD or any successor City department, and any authorized designee.

"Community Benefits" means the obligations listed in Exhibit F attached hereto.

"Construction Program" is defined in Section 23.3(a).

"Contractors" is defined in Section 27.1.

"Contractor's Initial Estimate" is defined in Section 22.3(i).

"Contractor's Revised Estimate" is defined in Section 22.3(m).

"Consumer Price Index" is defined in Section 22.3(h).

"Contribution" is defined in Section 27.7(c).

"Corporation Counsel" means the Corporation Counsel of the City of Chicago.

"CSIR/ROR/RAP" is defined in Section 22.3(c). "CTA Project" is defined in the Recitals.

"Cultural Center Permitted Uses" is defined in Section 15.2(C). "Deed" is defined in Section 6.1.

"Default Fee" means an amount equal to the fair market value of the City Parcels as if it were vacant, which fair market value shall be calculated at the time of default.

"Developer" is defined in the Recitals.

"Developer Parties" means Developer, Developer's Affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of Developer and Developer Affiliates.

"Developer Parcel" is defined in the Recitals. "DOB" is defined in Section 12. "Domestic partners" is defined in Section 27.7(d). "DPD" is defined in the Preamble to the Recitals hereof.

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

"Effective Date" means the date upon which this Agreement has been both (a) fully executed, and (b) delivered to Developer.

"Employer(s)" is defined in Section 23.1.

"Environmental Costs" is defined in Section 22.3(e).

"Environmental Documents" means all reports, surveys, field data, correspondence and analytical results prepared by or for Developer (or otherwise obtained by Developer) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.



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

"Equity" means funds of Developer (other than funds derived from Lender Financing) irrevocably available for the Project, and unencumbered by any other obligation.

"Escrow" is defined in Section 22.3(i).

**"Escrow Agreement" means the joint order escrow agreement attached hereto as Exhibit G**

"Escrow Deposit" is defined in Section 22.3(i).

"Event of Default" means any event or occurrence as defined in Section 19.2.

"Final NFR Letter" means one or more final comprehensive residential "No Further Remediation" letters issued by the IEPA approving the use of the Property or Terrace Parcel for the construction, development and operation of the Project in accordance with the site plan approved by the City (if approval is required herein) and the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The Final NFR Letters shall state that remedial action was completed at the Property or Terrace Parcel in accordance with 35 Ill. Adm. Code Part 740, and may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"Free Product" is defined in Section 22.3(f).

"General Contractor" means .

"Governmental Approvals" is defined in Section 8.

"Hazardous Substances" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any

fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Human Rights Ordinance" is defined in Section 23.1(a).

"Identified Parties" is defined in Section 27.1.

"IEPA" means the Illinois Environmental Protection Agency.

"IGO Hiring Oversight" is defined in Section 30.4.

"Indemnatee" and "Indemnites" have the respective meanings defined in Section 21.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Lender(s)" means any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to construct the Project.

"Lender Financing" means funds borrowed by Developer (or Co-Developer for Phase II Projects) from Lenders, available to pay for the costs of the Project (or any portion thereof).

"Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs).

"LUST" means a leaking UST.

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

"MBE/WBE Program" is defined in Section 23.3(a).

"Municipal Code" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

"Net Sales Proceeds" is defined in Section 16.3

"Other Contract" is defined in Section 27.7(b).

"Outside RDA Closing Date" is defined in Section 5.1.

"Outside Property Closing Date" is defined in Section 5.2.

"Owners" is defined in Section 27.1.

"Party(ies)" means the City, Developer, or any or all of them, as applicable. "Pavilion" is

defined in the Recitals. "Performance Deposit" is defined in Section 4.

"Permitted Uses" means the Cultural Center Permitted Uses, the Phase II Arts Lawn Permitted Uses (as defined below) and the Phase I Permitted Uses (as defined below).

"Personal Developer Default" is defined in Section 19.4(c).

"Phase II Arts Lawn Permitted Uses" is defined in Section 15.2(B).

"Phase I Budget" is defined in Section 9.

"Phase II Budget" is defined in Section 9.

"Phase I Certificate of Completion" is defined in Section 14.1.

"Phase II Certificate of Completion" is defined in Section 14.2.

"Phase I ESA" is defined in Section 22.3(a).

"Phase II NFR Conformance Letter" is defined in Section 22.3(x).

"Phase I Operating Term" means shall mean the period commencing on the issuance of the Phase I Certificate of Completion and ending on the commencement of construction for the Phase II Project.

"Phase II Operating Term" shall mean the period commencing on the date of the issuance of the Phase II Certificate of Completion and ending 20 years after the issuance of the Phase II Certificate of Completion, excluding any period of time that an Event of Default exists under this Agreement, provided that such operating term shall terminate upon the payment of the Default Fee.

"Phase I Permitted Uses" is defined in Section 15.2(A).

"Phase II Project" is defined in the Recitals.

"Phase I Proof of Financing" is defined in Section 9.

"Phase II Proof of Financing" is defined in Section 9.

"Phase II Proposal" is defined in Section 13.

"Plans and Specifications" means the final construction plans and specifications prepared by the Architect, as submitted to the City as the basis for obtaining Governmental Approvals for the Project, as such plans and specifications may be amended, revised or

supplemented from time to time with the prior written approval of the City in accordance with Section 11.2 (Change Orders) hereof.

"Political fundraising committee" is defined in Section 27.7(e).

"Project" is defined in the Recitals.

"Preliminary Phase I Budget" is defined in Section 9.

"Preliminary Phase II Budget" is defined in Section 9.

"Procurement Program" is defined in Section 23.3(a).

"Proof of Financing" means proof reasonably acceptable to the City that Developer has Equity and/or Lender Financing, in accordance with and as further described in Section 9. The Proof of Financing shall include binding commitment letters from Developer's or Co-Developer's Lenders, if any, and evidence of Developer's or Co-Developer's ability to make an equity contribution in the amount of any gap in financing.

"Property" is defined in the Recitals.

"Property Closing" is defined in Section 5.2.

"Property Closing Date" is defined in Section 5.2.

"Purchase Price" is defined in Section 3.

"RDA Closing" is defined in Section 5.1.

"RDA Closing Date" is defined in Section 5.1.

"Reconveyance Deed" is defined in the Recitals.

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Plan" is defined in the Recitals.

"Released Claims" is defined in Section 22.4.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter for the Property or the Terrace Parcel in accordance with the terms and conditions of the IEPA-approved CSIR/ROR/RAP for the Property or the Terrace Parcel, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Scope Drawings" means the preliminary construction documents for the Project, containing a site plan and preliminary drawings and specifications, as such site plan and preliminary drawings and specifications may be amended, revised or supplemented from time to time with the prior written approval of the City in accordance with Section 11.2 (Change Orders) hereof.

"Site Preparation Documents" means that certain drawings and specifications dated January 11, 2018 for the City Work, prepared by or for Developer and approved by the City.

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

"SRP Documents" means all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, the CSIR/ROR/RAP.

"Sub-Owners" is defined in Section 27.1.

"Survey" means a Class A plat of survey in the most recently revised form of ALTA/ACSM urban survey of the Property dated within 45 days prior to the Property Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Project as required by the City or Lender(s) providing Lender Financing.

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

"Terrace Parcel" is defined in the Recitals.

"Theater Project" is defined in the Recitals.

"Title Company" means the \_\_\_\_\_ Title Company, \_\_\_\_\_, Chicago, Illinois 606 \_\_\_\_\_ or such other reputable title company as may be selected by **Developer.**

"Title Commitment" is defined in Section 7.1.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing Developer as the named insured with respect to the Property, noting the recording of this Agreement and a subordination agreement with respect to any Lender Financing for the Project (as described in Section 10.2(d) below) as encumbrances against the Property.

"University" means the University of Chicago.

"UST(s)" means underground storage tank(s) whether or not subject to Title 16 of the Illinois Environmental Protection Act, including without limitation (i) any underground storage tank as defined in 415 ILCS 5/57.2, (ii) any farm or residential tank of 1,100 gallons or less capacity used for storing motor fuel for noncommercial purposes, (iii) any tank used for storing heating oil for consumption on the premises where stored, (iv) any septic tank, (v) any tank that is excluded from the definition in 415 ILCS 5/57.2 based upon the existence of any Hazardous Substance therein, and (vi) any pipes connected to items (i) through (v) above.

## 10

"Vacant Parcel" is defined in the Recitals.

"Waste Sections" is defined in Section 29.

**2.2 Rules of Construction.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well

as the singular.

b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any Section or other subdivision.

d) The Section and subsection headings herein are for convenience only and shall not affect the construction hereof.

### **SECTION 3. PURCHASE PRICE.**

The City hereby agrees to sell, and Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the City Parcels, for the sum of \$25,000 ("Purchase Price"). Except as specifically provided herein to the contrary, Developer shall pay all escrow fees and other title insurance fees and closing costs. Developer acknowledges and agrees that the fair market value of the City Parcels is \$475,000 and that it is receiving a land write-down. The purpose of the land write-down is to facilitate the construction of the Project. Developer acknowledges and agrees that the City has only agreed to provide the land writedown because Developer has agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, the use covenants set forth in Section 15.

### **SECTION 4. PERFORMANCE DEPOSIT.**

The City acknowledges that Developer has deposited with DPD an amount equal to 5% of the appraised market value of the City Parcels (\$23,750) as security for the performance of its obligations under this Agreement ("Performance Deposit"). The City will return the Performance Deposit upon issuance of the Phase II Certificate of Completion or termination of this Agreement due to a City default. The City will pay no interest to Developer on the Performance Deposit.

### **SECTION 5. CLOSING.**

5.1 RDA Closing. The closing of the Agreement between the City and Developer (the "RDA Closing", which occurs on the "RDA Closing Date") shall take place at the Corporation Counsel's office at 121 North LaSalle Street, Suite 600, Chicago, Illinois 60602. In no event shall the RDA Closing occur (i) until and unless the conditions precedent set forth in Section 10.1 are all satisfied, unless DPD, in its sole discretion, waives one or more of such conditions; and (ii) any later than [June 30], 2019 (the "Outside RDA Closing Date"); provided,

## **11**

however, that DPD, in its sole discretion, may extend the Outside RDA Closing Date.

5.2 Property Closing. The closing of the transfer of the City Parcels from the City to Developer (the "Property Closing", which occurs on the "Property Closing Date") shall take place at the downtown offices of the Title Company. In no event shall the Property Closing occur (i) until and unless the conditions precedent set forth in Section 10.2 are all satisfied, unless DPD, in its sole discretion, waives one or more of such conditions and the conditions precedent set forth in Section 10.3 are all satisfied, unless Developer, in its sole discretion, waives one or more of such conditions; and (ii) any later than seven days after the issuance by IEPA of the Final NFR Letters (the "Outside Property Closing Date"), unless DPD, in its sole discretion, extends the Outside Property Closing Date. At the Property Closing, the City shall deliver to Developer (a) the Deed (as defined below); (b) all necessary state, county and municipal real estate transfer declarations; and

(c) possession of the City Parcels.

## **SECTION 6. CONVEYANCE OF TITLE.**

1 Form of City Deed. The City shall convey the City Parcels to Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

- (a) the Redevelopment Plan for the Redevelopment Area;
- (b) the standard exceptions in an ALTA title insurance policy;
- (c) general real estate taxes and any special assessments or other taxes;
- (d) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (e) such other title defects as may exist; and
- (f) any and all exceptions caused by the acts of Developer or its Agents.

2 Recording. At the Property Closing, Developer shall pay to record this Agreement, the Deed, and any other documents incident to the conveyance of the City Parcels to Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

3 Reconveyance Deed. On the Property Closing Date, Developer shall execute and deliver a Reconveyance Deed for the City Parcels to the City to be held in trust. Developer acknowledges and agrees that the City shall have the right to record the Reconveyance Deed and revest title to the City Parcels and all improvements thereon in the City in accordance with Section 19 hereof.

## **SECTION 7. TITLE AND SURVEY.**

7.1 Title Commitment and Insurance. Not less than seven (7) Business Days before the Property Closing, Developer shall obtain a commitment for an owner's policy of title insurance for the Property, issued by the Title Company (the "Title Commitment"). Developer shall be solely responsible for and shall pay all costs associated with updating the Title

### **12**

Commitment (including all search, continuation and later-date fees), and obtaining the Title Policy and any endorsements.

2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Property Closing Date with respect to the City Parcels or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing the same, the City Parcels remain subject to any tax liens, or if the City Parcels are encumbered with any other exceptions that would adversely affect the use and insurability of the City Parcels for the development of the

Project, Developer shall have the option to terminate this Agreement. If Developer does not elect to terminate this Agreement as aforesaid, then Developer shall be deemed to have accepted title subject to all exceptions.

3 Survey. Developer shall obtain a Survey of the Property at Developer's sole cost and expense and deliver a copy of the Survey to the City not less than seven (7) Business Days before the Property Closing.

## **SECTION 8. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.**

Developer covenants and agrees that it will apply for all necessary building permits and other governmental approvals to construct and operate the Project (collectively, "Governmental Approvals"), and covenants and agrees to pursue the Governmental Approvals in good faith and with all due diligence.

## **SECTION 9. PROJECT BUDGETS AND PROOF OF FINANCING.**

Developer has furnished to DPD, and DPD has approved, a preliminary budget showing total costs for construction for the Phase I Arts Lawn Project (the "Preliminary Phase I Budget") in the amount of \$339,500. Developer hereby certifies to the City that the Preliminary Phase I Budget attached hereto as Exhibit E is true, correct and complete in all material respects. Not less than seven (7) Business Days prior to the Property Closing Date, Developer shall submit to DPD for approval a final Phase I Budget (the "Phase I Budget") and Proof of Financing for the Phase I Budget (the "Phase I Proof of Financing"). DPD agrees that the Phase I Proof of Financing will be deemed satisfied where evidence exists of available funds in a dollar amount of at least 80% of the Phase I Arts Lawn Project Budget with no more than 15% of such 80% in written pledges.

Developer shall furnish to DPD a Preliminary Phase II Budget (the "Phase II Preliminary Budget") showing total costs for construction for the Phase II Project and Proof of Financing for the Phase II Project (the "Phase II Proof of Financing"). The Phase II Preliminary Budget shall be approved in DPD's sole discretion, provided, however, that DPD agrees that the Phase II Proof of Financing will be deemed satisfied where evidence exists of available funds, in Equity and / or Lender Financing, in a dollar amount of at least 80% of the Preliminary Phase II Budget with no more than 15% of such 80% in written pledges.

Not less than seven (7) days prior to commencing the construction of the Phase II Project, Developer shall submit to DPD for approval the final Phase II Budget (the "Phase II

### **13**

Budget", and together with the Phase I Budget, the "Budget"). The Phase II Budget shall be approved in DPD's sole discretion in accordance with the following:

- a. Developer or Not for Profit Co-Developer. If Developer or a Co-Developer that is organized as a non-profit organization will undertake construction, the Phase II Budget shall be approved in DPD's sole discretion, provided that evidence exists of available funds in the amount of 80% of the Phase II Budget, with not more than 15% of such 80% in written pledges.
- b. For-Profit Co-Developer. If a Co-Developer that is not organized as a non-profit organization will undertake construction, the Phase II Budget shall be approved in DPD's sole discretion, provided that evidence exists of available funds in the amount of 100% of the Phase II Budget.

Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to either the Phase I Budget or the Phase II Budget for approval pursuant to Section 11.2 hereof.



## SECTION 10. CONDITIONS PRECEDENT TO CLOSING.

10.1 RDA Closing. The obligation of the City to execute this Agreement with Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least seven (7) Business Days prior to the RDA Closing Date, unless another time period is specified below:

- a. **Escrow Agreement. Prior to the RDA Closing, Developer has executed and funded the Escrow Agreement attached hereto as Exhibit G**
- b. Proof of Ownership of Developer Parcel. Developer shall deliver to the City documentation in a form reasonably acceptable to the City's Corporation Counsel evidencing that Developer is in title to the Developer Parcel.
- c. Legal Opinion. Developer has submitted to the Corporation Counsel, and the Corporation Counsel has approved, an opinion of counsel in a form reasonably acceptable to the City of due authorization, execution and enforceability (subject to bankruptcy and creditor's rights) of this Agreement and all other documentation signed by Developer provided for herein.
- d. Organization and Authority Documents. Developer shall have delivered to the City certified articles of incorporation, including all amendments thereto, of Developer, as furnished and certified by the Secretary of State of the State of Illinois; a Certificate of Good Standing dated no more than thirty (30) days prior to the Property Closing Date, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of Developer; and bylaws, resolutions and such other organizational documents as the City may reasonably request.
- e. Plans and Specifications. Developer has submitted to DPD, and DPD has approved, the Plans and Specifications for the Phase I Arts Lawn Project in accordance with the provisions of Section 11.1 hereof.

### 14

- f. Resolutions Authorizing Transaction. Developer has submitted to the Corporation Counsel resolutions authorizing Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement.
- g. Economic Disclosure Statement. Developer has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated within sixty (60) days of the RDA Closing Date.
- h. Representations and Warranties. On the RDA Closing Date, each of the representations and warranties of Developer in Section 24 and elsewhere in this Agreement shall be true and correct.
- i. Government Approvals. Developer has obtained all Government Approvals for the Phase I Arts Lawn Project.
- j. Other Obligations. On the RDA Closing Date, Developer shall have performed all of the other obligations required to be performed by Developer under this Agreement as and when required under this Agreement.

10.2 Property Closing. The obligation of the City to convey the City Parcels to Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least (seven (7) Business Days prior to the Property Closing Date, unless another time period is specified below:

- a. Budget. Developer has submitted to DPD, and DPD has approved, the Budget in accordance with the provisions of Section 9 hereof.
- b. Acceptance of City Work and Issuance of Final NFR. The City Work will have been completed and accepted by Developer and IEPA will have issued a Final NFR Letter for the City Parcels. Acceptance by Developer shall not be unreasonably withheld and shall be conditioned upon work being conducted in general accordance with the IEPA-Approved CSIR/ROR/RAP and Site Preparation Documents.
- c. Proof of Financing: Simultaneous Loan Closing. Developer has submitted to DPD, and DPD has approved, the Proof of Financing for the Phase I Arts Lawn Project in accordance with the provisions of Section 9 hereof. On the Property Closing Date, Developer shall simultaneously close all Lender Financing approved pursuant to Section 9.
- d. Subordination Agreement. Developer has provided to the Corporation Counsel a subordination agreement in a form reasonably acceptable to the City, to be executed and recorded on or prior to the Property Closing Date, subordinating any liens against the Property related to any Lender Financing.
- e. Governmental Approvals. Developer has received all Governmental Approvals necessary to construct and operate the Phase I Arts Lawn Project and has submitted evidence thereof to DPD.

15

- f. Title. On the Property Closing Date, Developer shall furnish the City with a copy of the pro forma Title Policy for the Property, certified by the Title Company, showing Developer as the named insured. The Title Policy shall be dated as of the Property Closing Date and shall evidence the recording of this Agreement. The Title Policy shall also contain such endorsements as the Corporation Counsel shall request, including, but not limited to, an owner's comprehensive endorsement and satisfactory endorsements regarding contiguity, location, access and survey.
- g. Survey. Developer has furnished the City with a copy of the Survey.
- h. Insurance. Developer has submitted to the City, and the City has approved, evidence of insurance reasonably acceptable to the City for the Property. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Property Closing Date through the date the City issues the Phase II Certificate of Completion.
- i. Economic Disclosure Statement. Developer has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Property Closing Date.

- j. MBE/WBE and City Residency Hiring Compliance Plan. Developer and Developer's General Contractor and all major subcontractors have met with staff from DPD regarding compliance with the MBE/WBE, city residency hiring and other requirements set forth in Section 23, and DPD has approved Developer's compliance plan in accordance with Section 23.4.
- k. Reconveyance Deed. On the Property Closing Date, Developer shall deliver a Reconveyance Deed for the City Parcels to the City for possible recording in accordance with Section 19 below, if applicable.
- l. Representations and Warranties. On the Property Closing Date, each of the representations and warranties of Developer in Section 24 and elsewhere in this Agreement shall be true and correct.
- m. Phase I ESA. Developer will provide a Phase I ESA of the City Parcels conducted in conformance with ASTM E- 1527-13 and performed or updated within 180 days prior to the Property Closing, unless this requirement is waived by City's Department of Fleet and Facility Management ("2FM").
- n. Other Obligations. On the Property Closing Date, Developer shall have performed all of the other obligations required to be performed by Developer under this Agreement as and when required under this Agreement.

If any of the conditions in this Section 10 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, or waived by DPD, DPD may, at its option, upon thirty (30) days' prior written notice to Developer, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice

## 16

period Developer satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DPD in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

10.3 The obligation of Developer to purchase and accept conveyance of the City Parcels from the City is contingent upon Developer's acceptance of the City Work pursuant to the terms of Section 22.3(p).

If any of the conditions in this Section 10.3 have not been satisfied to Developer's reasonable satisfaction within the time periods provided for herein, or waived by Developer, Developer may, at its option, upon thirty (30) days' prior written notice to DPD, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice period the Parties satisfy said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by Developer in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

## SECTION 11. CONSTRUCTION REQUIREMENTS.

- 1 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings

for the Phase I Arts Lawn Project to DPD and DPD has approved the same. Not less than seven (7) days prior to the RDA Closing Date, Developer shall submit to DPD for approval the final plans and specifications prepared by the Architect for the Phase I Arts Lawn Project. Developer shall deliver the Scope Drawings for the Phase II Project, which shall be approved by DPD in its sole discretion. Any material changes to the Scope Drawings or Plans and Specifications for any portion of the Project shall be submitted to DPD as a Change Order pursuant to Section 11.2 hereof. The Scope Drawings and Plans and Specifications for the Project shall at all times conform to the Redevelopment Plan and all applicable Laws. Developer shall submit all necessary documents to the City's Department of Buildings ("DOB"), Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for the Project. Developer shall construct the Project in accordance with the approved Scope Drawings and Plans and Specifications.

2 Change Orders. All Change Orders (and documentation identifying the source of funding therefor) relating to a material change to the Project must be submitted by Developer to DPD for DPD's prior written approval, which approval shall not be unreasonably delayed. As used in the preceding sentence, a "material change to the Project" means any changes to the Phase I Budget or Phase II Budget that, individually or in the aggregate, increase or decrease either the Phase I Budget or the Phase II Budget by more than 10%. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent required in this section).

3 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, Developer shall require that the General Contractor be bonded for its performance and payment by

17

sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4 Employment Opportunity; Progress. Developer covenants and agrees to abide by, and contractually obligate and cause the General Contractor and each subcontractor to abide by, the terms set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment) of this Agreement. Developer shall deliver to the City written progress reports detailing compliance with such requirements on a quarterly basis. If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which Developer shall correct any shortfall.

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

6 City's Right to Inspect Property. For the period commencing on the Property Closing Date and continuing through the date the City issues the Phase II Certificate of Completion, any authorized representative of the City shall have access to the relevant portions of the Project and the Property at all

reasonable times for the purpose of determining whether Developer is constructing the Project in accordance with the terms of this Agreement, the Scope Drawings, the Plans and Specifications, the Budget, and all applicable Laws and covenants and restrictions of record.

7 Barricades and Signs. Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications. Prior to the commencement of any construction activity requiring barricades, Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades. Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property,

8 Survival. The provisions of this Section 11 shall survive the Closing.

## **SECTION 12. LIMITED APPLICABILITY.**

Any approval given by DPD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the DOB or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of

## **18**

said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

## **SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.**

Subject to the receipt of all necessary Government Approvals, Developer shall commence construction of the Phase I Arts Lawn Project no later than seven (7) days after the Property Closing Date, and shall complete the Phase I Arts Lawn Project (as evidenced by the issuance of the Phase I Certificate of Completion) no later than three (3) months after the Property Closing Date.

Developer shall submit the proposal of the construction of either the Phase II Art Lawn Project or the Cultural Center Project ("Phase II Proposal") within eighteen (18) months of the RDA Closing Date.

- A. Schedule for Phase II Arts Lawn Project. Developer shall submit requests for all necessary permits for the Phase II Arts Lawn Project within three (3) months of the City's approval of the Phase II Proposal. Developer shall commence construction of the Phase II Arts Lawn Project no later than thirty (30) days of issuance of the construction permits, and shall complete the Phase II Arts Lawn Project (as evidenced by the issuance of the Phase II Certificate of Completion) no later than four (4) months after the issuance of the construction permits. Developer must obtain all necessary permits for the Phase II Project prior to commencing construction.
- B. Schedule for Cultural Center Project. Developer shall (or shall cause Co-Developer to) submit requests for all necessary permits for the Cultural Center Project within nine (9) months of the City's approval of the Phase II Proposal. Developer shall (or shall cause Co-Developer to) commence construction of the Cultural Center Project as soon as practicable but not later than sixty (60) days following the issuance of the construction permits, Developer shall (or shall cause

Co-Developer to) complete the Cultural Center Project (as evidenced by the issuance of the Phase II Certificate of Completion) no later than twenty-four (24) months after the issuance of the construction permits.

The completion dates for construction shall be subject to adjustment to the extent delays are caused by events beyond Developer's reasonable control, in accordance with Section 32.7. Developer shall (or shall cause Co-Developer to) construct the Project in accordance with this Agreement, the Scope Drawings, the Plans and Specifications, the Budget, and all applicable Laws and covenants and restrictions of record. DPD, in its sole discretion, may extend the construction commencement and completion dates of the Phase I Arts Lawn Project and/or the Phase II Project.

#### **SECTION 14. CERTIFICATES OF COMPLETION OF CONSTRUCTION.**

14.1 Phase I Certificate of Completion. Upon the later of completion of the Phase I Art Lawn Project and the issuance of the Final NFR Letters for the Developer Parcel and the Terrace Parcel from the IEPA, Developer shall request from the City a Phase I Certificate of Completion (the "Phase I Certificate of Completion"). Within forty-five (45) days thereof, the City shall provide Developer with either the Phase I Certificate of Completion or a written statement indicating in adequate detail how Developer has failed to complete the Phase I

19

Arts Lawn Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole reasonable opinion of DPD, for Developer to take or perform in order to obtain the Phase I Certificate of Completion. If DPD requires additional measures or acts to assure compliance, Developer shall resubmit a written request for the Phase I Certificate of Completion upon compliance with the City's response. The Phase I Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of certain of the covenants in this Agreement and the Deed (but excluding those on-going covenants as referenced in Section 18) with respect to Developer's obligations to construct the Phase I Arts Lawn Project.

14.2 Phase II Certificate of Completion. Upon the later of completion of the Phase II Project and, if applicable, Developer's receipt from the IEPA of a new or revised Final NFR Letter for the Property (as set forth in Section 22.3(w)). Developer shall request from the City a Phase II Certificate of Completion (the "Phase II Certificate of Completion"). Within forty-five (45) days thereof, the City shall provide Developer with either the Phase II Certificate of Completion or a written statement indicating in adequate detail how Developer has failed to complete the Phase II Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole reasonable discretion of DPD, for Developer to take or perform in order to obtain the Phase II Certificate of Completion. If DPD requires additional measures or acts to assure compliance, Developer shall resubmit a written request for the Phase II Certificate of Completion upon compliance with the City's response. The Phase II Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of certain of the covenants in this Agreement and the Deed (but excluding those on-going covenants as referenced in Section i 8) with respect to Developer's obligations to construct the Phase II Project.

#### **SECTION 15. RESTRICTIONS ON USE.**

Developer, for themselves and their respective successors and assigns, covenants and agrees as follows:

- 1 Compliance with Redevelopment Plan. Developer shall use the Property in compliance with

the Redevelopment Plan.

2 Permitted Uses.

- A. During the Phase I Operating Term, the use of the Property will be restricted to the following "Phase I Permitted Uses":
  - 1. Rotating mural projects; concerts; film screenings; arts-related performances; inter-generational programming which extends the Arts Incubator programming to the outdoors that will include various age ranges and families; performing arts and practice space; arts and culture education space; public performance venue; outdoor cafe; workshop space; exhibition space; temporary/permanent art installations; outdoor commercial/retail space, with tenants subject to the prior written consent of the City, with the consent of DPD regarding tenants.
  - 2. The Phase I Permitted Uses do not include any permanent buildings or structures (without the prior written consent of DPD)

20

- B. During the Phase II Operating Term, if the selected Phase II Project is the Phase II Arts Lawn Project, the use of the Property will be restricted to the following "Phase II Arts Lawn Project Permitted Uses":
  - 1. Rotating mural projects, concerts, film screenings, arts-related performances, intergenerational programming which extends the Arts Incubator programming to the outdoors that will include various age ranges and families; performing arts studios and practice spaces; public performance venues; outdoor cafes; workshop space; exhibitions; temporary/permanent art installations; commercial/retail space with DPD-approved tenants; small shop space for artist studios and workshops; wine bar; Arts Incubator office space; temporary housing for Arts Incubator visiting artists; theater space; creative arts-related innovation space (a maker space to accommodate varying kinds of artists' practices including performing arts, painting, drawing, printmaking, design, and product modeling). Could include performance spaces, technical and/or fabrication labs that augment neighbors' skills and artists' craft; wet lab space; mixed-use production center and community practice space.
  - 2. The Phase II Arts Lawn Permitted Uses do not include any permanent buildings or structures (without the prior written consent of DPD)
- C. During the Phase II Operating Term, if the selected Phase II Project is the Cultural Center Project, the use of the Property will be restricted to the following "Cultural Center Permitted Uses":
  - 1. Studio spaces for performing and other arts practices, public performance venues, dressing rooms, classrooms, public and private meeting room and gathering spaces, office space, potential retail spaces, on-site parking, and other amenities to support the teaching, practice and development of dance and other performing arts.
  - 2. Other related uses as approved by the Commissioner of DPD.
- D. Any other uses must be approved by the Commissioner of DPD in his or her sole discretion.

3 Community Benefits. During the Phase I Operating Term and the Phase II Operating Term, Developer shall (or shall cause its Affiliates or the Co-Developer to) provide at the Property the Community Benefits listed in Exhibit F attached hereto. Developer may not alter the Community Benefits without the prior written consent of DPD, which consent shall be in DPD's sole discretion. In the event that Developer plans to

change the use of the Property to alternative Permitted Use(s) and the Community Benefits listed in Exhibit F no longer conform to the updated Permitted Use(s), Developer must first obtain the written approval of DPD in order to modify the Community Benefits.

4 Compliance Report. Developer will submit a compliance report to DPD each year, commencing on the anniversary of the Phase I Certificate of Completion until the expiration of the Phase II Operating Term. The compliance report will detail the programs and public benefits provided at the Property. Upon DPD's request, Developer shall also provide updates on the status of the CTA Project until the expiration of the Phase II Operating Term.

## 21

5 Vacant Parcel. Commencing on the Property Closing date until the expiration of the Phase II Operating Term, while Developer owns the Vacant Parcel and the Vacant Parcel remains undeveloped, Developer shall provide regular cleaning and maintenance of the Vacant Parcel, including, but not limited to, ensuring that the Vacant Parcel is free of litter and debris and maintaining the installed wheel stops.

6 Final NFR Letter. Developer shall comply with all land use restrictions, institutional controls and other terms and conditions contained in the Final NFR Letter(s) for the Property and the Terrace Parcel.

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

8 Developer, for themselves and their respective successors and assigns, acknowledge and agree that the development and use restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the public policies set forth in the Redevelopment Plan. The City acknowledges and agrees that all restrictions on the Project and the use of the Property under Sections 15.2, 15.3 15.4 and 15.5, and all restrictions on the sale of the Property under Section 16, terminate at the end of the Phase II Operating Term.

## SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

1 Prior to the issuance of the Phase II Certificate of Completion by the City, Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) merge, liquidate or consolidate; (b) directly or indirectly sell, transfer, convey, lease or otherwise dispose of all or any portion of the City Parcels or any interest therein, provided that the Developer may lease the City Property to the Co-Developer; (c) directly or indirectly assign this Agreement (other than to a lender for collateral assignment purposes as permitted under Section 17) or (d) permit the direct or indirect transfer of any ownership interests in Developer to any party not affiliated with the University. Developer acknowledges and agrees that DPD may withhold its consent under (a), (b), (c) or (d) above for any reason, including, but not limited to, that the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if, Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee.

2 After the issuance of the Phase II Certificate of Completion but prior to the expiration of the Phase II Operating Term, Developer may not sell or transfer all or any portion of the City Parcels without the prior written consent of the City, which consent shall be in DPD's sole discretion. All provisions relating to sale of the City Parcels to another entity, new uses and operating requirements must be reviewed and approved by



DPD, provided, however, that Developer may enter into a ground lease or similar agreement with the City-approved Co-Developer in connection with the development of the Cultural Center Project. Developer and Co-Developer shall have the right to enter into subleases to local businesses and cultural subtenants in furtherance of the Phase II Project, with the consent of DPD, which shall not be unreasonably withheld or delayed so long as such subleases to local businesses and cultural subtenants are in furtherance of the Phase II Project.

22

3 "Net Sales Proceeds" equals: (i) the greater of (a) the price at which Developer sells, transfers, leases, conveys or otherwise disposes of the City Parcels or Developer's interest therein, and (b) the fair market value of the City Parcels, valued with improvements, as of a date not more than six (6) months prior to the transaction (i.e., merger, sale, lease, etc.) closing date, as determined by an appraiser selected by the City and paid for by Developer; minus (ii) the sum of Developer's closing costs and commissions, and the dollar amount of any existing mortgage that was approved by DPD.

4 If, prior to the expiration of the Phase II Operating Term, Developer sells, conveys, transfers, exchanges or otherwise disposes of all or any part of the City Parcels, on the closing date of such disposition, Developer shall make a payment of the Net Sales Proceeds to the City as follows:

| Date of closing:  | Percentage of Net Sales Proceeds to be paid to the City: |
|---|--|
| Prior to issuance of the Phase II Certificate of Completion | 100%   |
| During the Phase II Operating Term                          | 50%  |
| After the Phase II Operating Term                           | 0%   |

16.5 Developer shall prepare and submit to DPD, for DPD's approval, at least fifteen (15) days before the scheduled date of the closing as described in Section 16.4, a written statement identifying the portion of the Property or the Project that is being sold and the estimated Net Sales Proceeds for such portion.

## SECTION 17. MORTGAGES AND OTHER LIENS.

1 Limitation upon Encumbrance of Project Site. Prior to the issuance of the Phase II Certificate of Completion, Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the Lender Financing, if any, approved pursuant to Section 9, which shall be limited to funds necessary to construct the Project.

2 Mortgagees Not Obligated to Construct. Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at the Property Closing, shall execute a subordination agreement in accordance with Section 10.2(d). If any such mortgagee or its affiliate succeeds to Developer's interest in the Property (or any portion thereof) prior to the issuance of the Phase II Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property (or any portion thereof) to another party, such transferee shall be obligated to complete the Project (or such portion of the Project located on the land so transferred), and shall also be bound by the other covenants running with the land specified in Section 18.

## SECTION 18. COVENANTS RUNNING WITH THE LAND.

The Parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement

23

and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17 (Limitation Upon Encumbrance of Property) and Section 22.4 (Release and Indemnification), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on Developer and their respective successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows:

| Section | Covenant                          | Termination   |
|---------|-----------------------------------|---|
| §13     | Completion of Project             | Upon issuance of Phase II Certificate of Completion   |
| §15.1   | Redevelopment Plan Compliance     | Upon expiration of Redevelopment Plan   |
| §15.2   | Permitted Uses                    | Upon expiration of Phase II Operating Term  |
| §15.3   | Community Benefits                | Upon expiration of Phase II Operating Term  |
| §15.4   | Compliance Report                 | Upon expiration of Phase II Operating Term  |
| §15.5   | Vacant Parcel Maintenance         | Upon expiration of Phase II Operating Term or sale or development of the Vacant Parcel                        |
| §15.6   | Requirements of Final NFR Letters | No limitation as to time  |
| §15.7   | Non-Discrimination                | No limitation as to time  |
| §16.2   | Sale/Transfer Prohibition         | Upon the earlier of expiration of the Phase II Operating Term or payment of the Net Sale Proceeds to the City |
| §17     | Limitation on Encumbrances        | Upon issuance of Phase II Certificate of Completion   |
| §22.4   | Environmental Release             | No limitation as to time  |

## **SECTION 19. PERFORMANCE AND BREACH.**

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

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

(a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement;

24

b) the making or furnishing by Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, or the making or any attempt to make any levy, seizure or attachment thereof;

d) the entry of any judgment or order against Developer which is related to the Property and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution; the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of its assets, or alleging that it is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of such debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer, as the case may be; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

f) the dissolution of Developer;

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

h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period.

19.3 Cure. If Developer defaults in the performance of its obligations under this Agreement, Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default, provided Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk of damage to the improvements comprising the Project or injury to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement or cure period with respect to Events of Default described in Section 16 (Prohibition Against Transfer of Property).

## 25

4 In the event that an Event of Default occurs under this Agreement and after the expiration of all applicable cure periods set forth in Section 19.3 hereof, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in termination of this Agreement and all related agreements, including the revesting of the City Land to the City, or any other remedy under this Agreement, the City shall, prior to exercising such right or remedy, send notice of such intended exercise to the University and Developer, and the University shall have the right (but not the obligation) to cure such Event of Default as follows:

a) if the Event of Default is a monetary default, the University may cure or cause to be cured such monetary default within Sixty (60) days after the later of (and Developer, and the City shall take no action during such 60 days): (i) the expiration of the cure period, if any, granted to Developer with respect to such monetary default; or (ii) receipt by the University of such notice from the City; and

b) if any Event of Default is of a non-monetary nature, the University may cure or cause to be cured such non-monetary default within 60 days after the later of (and the City shall take no action during such 60 days): (i) the expiration of the cure period, if any, granted to Developer with respect to such non-monetary default; or (ii) receipt by the University and Developer of such notice from the City; and

c) (1) Notwithstanding the provisions of Section 19.4(b) hereof, if such nonmonetary default is an Event of Default set forth in Section 19.2(d), (e), (f), (g), (h) or (i) hereof or Event of Default by Developer of a nature so as not reasonably being capable of being cured within such 30 day period (each such default being a "Personal Developer Default"), the University shall provide written notice to the City within 30 days of receipt of notice of such Personal Developer Default.

(2) Upon receipt by the City, Developer and the Lender of notice from the University pursuant to subsection (c)(1) above that the University agrees to cure or cause to be cured such Personal Developer Default, the cure period shall be extended for such reasonable period of time as may be necessary to complete such assignment and assumption of Developer's rights hereunder.

d) In the event that such Personal Developer Default is not cured by the University or Lender within the timeframes set forth in this Section 19.4, then the City shall have available all remedies set forth in this Agreement.

5 Default Prior to the Issuance of the Phase II Certificate of Completion. If an Event of Default occurs prior to the issuance of the Phase II Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure any available remedy against Developer in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revest title to the City Parcels in the City pursuant to the Reconveyance Deed, provided, however, that the recording of the Reconveyance Deed shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed is recorded by the City, Developer shall be responsible for all real estate taxes and assessments which accrued during the period the City Parcels was owned by Developer, and Developer shall cause the release of all unpermitted liens or encumbrances placed on the City Parcels during the period of time the City Parcels was owned by Developer.

26

Developer will cooperate with the City to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the City Parcels to the City.

6 Default After Issuance of the Phase II Certificate of Completion. If an Event of Default occurs after the issuance of the Phase II Certificate of Completion but prior to the expiration of the Phase II Operating Term, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure any available remedy against Developer, in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief and the specific performance of the agreements contained herein, and the right to collect the Default Fee within ninety (90) days after written request by the City. The University of Chicago, an Illinois not-for-profit corporation, shall be jointly and severally liable for Developer's obligation to pay the Default Fee.

7 Resale of the City Parcels. Upon the reconveyance of the City Parcels to the City as provided in Section 19.4, the City may complete the Project at its own cost (if the Project has not been completed) or convey the Property to a qualified and financially responsible party reasonably acceptable to the first mortgagee (if any), who (at its own cost) shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD (if the Project has not been completed), and otherwise comply with the covenants that run with the land as specified in Section 18.

8 Disposition of Resale Proceeds. If the City sells the City Parcels as provided for in Section 19.6, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

- a) the fair market value of the City Parcels as if it were vacant, which fair market value shall be calculated at the time of sale; and
- b) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the City Parcels (less any income derived by the City from the City Parcels in connection with such management); and
- c) all unpaid taxes, assessments, and water and sewer charges assessed against the City Parcels; and
- d) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer; and
- e) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and
- f) any other amounts owed to the City by Developer.

Developer shall be entitled to receive any remaining proceeds. The Reconveyance Deed will be returned to Developer upon written request, along with the issuance of the Phase II Certificate of Completion.

27

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

Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in Developer, this Agreement, the Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official, director, officer, trustee or employee of the City or Developer shall be personally liable in the event of any default under or breach of this Agreement or for any amount which may become due with respect to any commitment or obligation under the terms of this Agreement.

## **SECTION 21. INDEMNIFICATION.**

Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (individually, an "Indemnitee," and collectively the "Indemnitees") harmless from and

against any and all Losses in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto, that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating to or arising out of: (a) the failure of Developer to comply with any of the terms, covenants and conditions applicable to Developer and contained within this Agreement; (b) the failure of Developer or any Agent of Developer to pay contractors, subcontractors or material suppliers undisputed amounts owed in connection with the construction and management of the Project; (c) the existence of any material misrepresentation or omission in this Agreement or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Agent or Affiliate of Developer; (d) Developer's failure to cure any material misrepresentation in this Agreement or any other document relating hereto and (e) any activity undertaken by Developer or any Agent or Affiliate of Developer on the Property prior to or after the RDA Closing. Notwithstanding the foregoing, no Indemnitee shall be indemnified for claims to the extent arising out of such Indemnitee's breach of this Agreement or negligence. This indemnification shall survive the RDA Closing and any termination of this Agreement (regardless of the reason for such termination).

## **SECTION 22. ENVIRONMENTAL MATTERS.**

22.1 "AS IS" SALE. DEVELOPER ACKNOWLEDGES THAT IT HAS HAD AND WILL HAVE, PURSUANT TO SECTION 22.3(p), ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE CITY PARCELS AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE CITY PARCELS (AND ANY IMPROVEMENTS THEREON). FOLLOWING COMPLETION AND ACCEPTANCE OF OF THE CITY WORK IN ACCORDANCE WITH SECTION 22.3 DEVELOPER AGREES TO ACCEPT THE CITY PARCELS IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT THE PROPERTY CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE CITY PARCELS OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. DEVELOPER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION,

28

ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. DEVELOPER AGREES THAT IT IS DEVELOPER'S SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM ANY REMEDIATION WORK (AS DEFINED ABOVE) OTHER THAN THE CITY WORK (AS DEFINED ABOVE) AND FOLLOWING COMPLETION OF THE CITY WORK, DEVELOPER AGREES TO TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE CITY PARCELS IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

2 Right of Entry. Developer hereby represents and warrants to the City that it has performed a Phase I ESA of the Property in accordance with the requirements of the ASTM E 1527-05 standard and other environmental studies sufficient to conclude that the Project may be completed and operated in accordance with all Environmental Laws and this Agreement. Developer agrees to deliver to the City copies of all Environmental Documents. The obligation of Developer to purchase the City Parcels is conditioned upon Developer being satisfied with the condition of the City Parcels for the construction, development and operation of the Project. The City shall grant Developer the right, at Developer's sole cost and expense, and in the City's customary form and subject to City's receipt from Developer of required documentation (e.g., evidence of insurance and an Economic Disclosure Statement and Affidavit that is current as of the date of the right of entry), to enter the City Parcels to perform the Phase I and any other surveys, environmental assessments, soil tests and other due diligence it deems necessary or desirable to satisfy itself as to the condition of the City Parcels; provided, however, that the City shall have the right to review and approve the

scope of work for any environmental testing.

### 3 Environmental Remediation.

a) Developer will provide a Phase I Environmental Site Assessment ("Phase I ESA") of the City Parcels conducted in conformance with ASTM E- 1527-13 and performed or updated within 180 days prior to the Property Closing, unless waived by 2FM. If a Phase I ESA is required, a reliance letter naming the City of Chicago as an authorized user must be provided by the environmental professional conducting the Phase I ESA. 2FM shall have the right to review and approve the sufficiency of the Phase I ESA.

b) Developer has enrolled the Property and the Terrace Parcel in the IEPA's SRP to obtain a Final NFR Letter. Developer will complete and be responsible for the cost of all Remediation Work and associated SRP reporting and oversight necessary to obtain a Final NFR Letter from the IEPA for the Developer Parcel and the Terrace Parcel.

c) Developer will prepare and submit the Comprehensive Site Investigation Report, the Remedial Objectives Report, and the Remedial Action Plan ("CSIR/ROR/RAP") for the City Parcels to IEPA for approval. The City shall have the right to review and approve all documents provided to IEPA prior to submittal. Developer shall address and respond to all IEPA comments unless directly associated with the City Work. If IEPA requires additional evaluations or soil or groundwater testing, it shall be performed by Developer.

d) Developer shall obtain approval or conditional approval of the CSIR/ROR/RAP prior to the RDA Closing, unless otherwise approved by the City.

e) After approval or conditional approval of the CSIR/ROR/RAP by the IEPA and after receipt of the executed and funded Escrow Agreement, the City will commence the City Work. The City will complete and be responsible for all necessary remediation work and associated SRP reporting and oversight necessary to obtain a Final NFR Letter from the IEPA

## 29

in accordance with the IEPA-approved CSIR/ROR/RAP for the City Parcels. The cost of the City Work ("Environmental Costs") shall be paid by the City and Developer in accordance with the Environmental Costs provision set forth below.

f) Test pit investigations conducted on behalf of Developer identified two USTs in the northern portion of the City Parcels, as detailed in the Limited Site Investigation ("LSI") report prepared by Terracon Consultants, Inc. and dated May 13, 2016. The City agrees to remove the two USTs as part of the City Work prior to conveyance of the City Parcels to Developer. The removal of these two USTs by the City will include notification, sampling and reporting necessary to fulfill the requirements of the Chicago Department of Public Health, the IEPA, and the Office of the State Fire Marshall. If a LUST incident is identified, the City shall be responsible for reporting the incident to the Illinois Emergency Management Agency, and preparing associated IEPA 20-day and 45-day reporting in accordance with LUST regulations. Non-aqueous phase liquid ("Free Product") and soil removal within the UST area will also be conducted as needed to meet the requirements of Title 35 Illinois Administrative Code Part 742.305. The City will submit an Election to Proceed Under the SRP form to IEPA and any reported LUST incident(s) will be closed through the SRP as part of the City Work. If Developer elects to terminate this Agreement prior to commencement of the City Work, nothing in this Agreement requires the City to complete the City Work or obtain a Final NFR Letter.

g) The City Work will include construction of a stormwater detention system designed by Developer that meets all of the City's stormwater requirements. Prior to commencing the City Work, the City will submit the Site Preparation Documents and stormwater calculations provided by Developer to the DOB for

stormwater review approval and pay the stormwater review fee. Developer will be responsible for making any changes or additions to the stormwater detention system design, stormwater calculations and/or the Site Preparation Documents if required by DOB.

h) Amount of costs set forth in this section shall be subject to adjustment for inflation, based on the Consumer Price Index (the "Consumer Price Index") published by the United States Department of Labor, Bureau of Labor and Statistics.

(i) At the RDA Closing, Developer shall deposit into a joint escrow account with a title company (the "Escrow") an amount equal to \$166,000 (the "Escrow Deposit").

i) After the RDA Closing but prior to the commencement of the City Work, the City will seek a proposal from the City's contractor(s) to perform the City Work ("Contractor's Initial Estimate"). Prior to commencing the City Work, the City shall provide to Developer a copy of the Contractor's Initial Estimate, which shall set forth the scope of work and budget for the City Work, both of which shall be set forth in reasonable detail. The current estimate of the City Work is \$330,594 (the "Preliminary Environmental Costs Estimate"). Developer shall have the right to review and approve the Contractor's Initial Estimate, as well as any changes in scope or increases in the cost of the City Work above the Contractor's Initial Estimate resulting from change orders relating to the City Work prior to the City authorizing such work, which approval shall not be unreasonably withheld. If the Contractor's Initial Estimate exceeds the Shared Environmental Costs but is less than or equal to \$400,000 (the "Cap"), then Developer shall deposit an additional \$68,000 into the Escrow prior to the commencement of the City Work.

ii) If the Contractor's Initial Estimate exceeds the Cap, Developer may either (i) terminate this Agreement or (ii) agree to proceed with the City Work. If Developer terminates this Agreement prior to the commencement of the City Work, then the Escrow Deposit shall be

30

returned to Developer. If Developer chooses to proceed with the City Work, then Developer shall be responsible for all Environmental Costs that exceed the Cap, and Developer shall make an additional deposit in the Escrow in an amount equal to \$68,000 plus the amount by which the Contractor's Initial Estimate exceeds the Cap.

(j) The City and Developer shall share equally in up to \$332,000 of the Environmental Costs (the "Shared Environmental Costs"). The City's total obligation to pay for the Environmental Costs shall not exceed \$166,000. At the RDA Closing, the City and Developer shall enter into the Escrow Agreement attached hereto as Exhibit G. Developer shall deposit \$166,000 into the Escrow. Developer shall pay all escrow fees.

(k) Developer shall, subject to its rights of review and approval set forth below, solely bear the risk of any Environmental Costs in excess of the Shared Environmental Costs, up to the Cap.

(l) After the City Work has commenced, if a change order is required to address unforeseen conditions, such as but not limited to, encountering significant obstructions, additional USTs, Free Product, hazardous waste or other material requiring removal based on local, state or federal regulations, the City's contractor shall provide a revised Contractor's Estimate ("Contractor's Revised Estimate") to complete the City Work. The Escrow Deposit will be first used to complete the work associated with that change order before any remaining portion of the City Work is completed.,

(m) If the Contractor's Revised Estimate exceeds the Cap, Developer may terminate this Agreement, and the Escrow Deposit shall be retained by the City. If the Contractor's Revised Estimate exceeds the Cap



and Developer chooses to proceed, or if the Contractor's Revised Estimate is greater than the Contractor's Initial Estimate but less than the Cap, then Developer shall make an additional deposit in the Escrow to cover all of Developer's portion of the Environmental Costs up to the Contractor's Revised Estimate.

(n) An amount equal to the Escrow Deposit will be returned to Developer in the event (i) the Property Closing does not occur due to Developer's terminating this Agreement prior to commencement of the City Work, or (ii) the Property Closing does not occur solely as a result of the City's breach of this Agreement.

(o) Construction fencing installed by the City will be removed after completion of the City Work and prior to Property Closing unless Developer makes arrangements directly with the City's contractor to take over the rental. Silt fencing installed as part of the City Work will not be removed unless requested by Developer.

(p) Following the completion of the City Work, and prior to accepting the City Parcels, Developer shall have the right to review the condition of the City Parcels and approve the City's completion of the City Work. Acceptance by Developer shall not be unreasonably withheld or delayed and shall be conditioned upon work being conducted in general accordance with the IEPA-approved CSIR/ROR/RAP and Site Preparation Documents. Any remaining amount in the Escrow shall be returned to Developer after the City Work has been completed and paid, and after the Property Closing.

31

(q) The Final NFR Letter(s) may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

(r) Any USTs identified by Developer following Developer's acceptance of the City Parcels must be removed and closed in accordance with applicable regulations including Title 41 of IAC Part 175 and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 734.

(s) The City and Developer shall each have the right to review in advance and approve all documents submitted by the other party to the IEPA under the SRP for the Project, including the Draft and Final NFR Letters, which approval shall not be unreasonably withheld.

(t) Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters associated with the Project. Developer shall promptly transmit to the City copies of all SRP Documents prepared or received with respect to the Project, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies.

(u) Developer acknowledges and agrees that: (i) the City will not issue a Phase I Certificate of Completion and occupancy of the Phase I Arts Lawn Project may not occur until the IEPA has issued, the City and Developer have approved, and the City and Developer have recorded with the Cook County Recorder of Deeds, the Final NFR Letters for the Property and the Terrace Parcel, which approval shall not be unreasonably withheld; and (ii) the construction, completion and opening of the Theater Project, which includes the Terrace Parcel, shall be independent of the Project, and occupancy for the Theater Project may occur before the issuance of any of the Final NFR Letter, the Certificate of Completion for the Phase I Arts Lawn Project or occupancy of the Phase I Arts Lawn Project.

(v) Developer must abide by the terms and conditions of all Final NFR Letter(s) associated with the

Project and Developer must construct the Phase II Project in accordance with the terms and conditions of the Phase I Arts Lawn Project Final NFR Letters. Therefore, if the Phase II Project cannot be constructed in accordance with one or more of the Final NFR Letter(s), then Developer must notify and work with IEPA to obtain a new or revised Final NFR Letter(s). Developer will be responsible for conducting any remediation necessary to obtain a new or revised Final NFR from IEPA for land use of the Phase II Project. If a new or revised Final NFR Letter is required, the Phase II Certificate of Completion will not be issued and occupancy of the Phase II Project may not occur until the IEPA has issued, the City and Developer have approved and Developer has recorded with the Recorder of Deeds, a new or revised Final NFR Letter for the Property, which approval shall not be unreasonably withheld.

(w) Prior to commencing the construction of the Phase II Project, Developer shall submit to the City and the City shall have approved a letter prepared by Developer's environmental consultant describing either a) how the terms and conditions of the Final NFR Letters from the Phase I Arts Lawn Project will be met, including the implementation and maintenance of any preventative, engineering and/or institutional controls or b) the steps to be taken to obtain a new or revised Final NFR Letter for the Phase II Project (the "Phase II NFR Conformance Letter").

(x) If a new or revised NFR is not required, within thirty (30) days of completing construction of the Phase II Project, Developer will notify IEPA in writing and provide a final site

32

development plan as well as documentation that all the conditions of the Phase I Arts Lawn Project Final NFR Letters were met.

22.4 Release and Indemnification. Following acceptance of the City Work, Developer, on behalf of itself and the other Developer Parties, or anyone claiming by, through or under the Developer Parties, hereby releases, relinquishes and forever discharges the City, its officers, agents and employees, from and against any and all Losses which Developer or any of the Developer Parties ever had, now have or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Property Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the City Parcels, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the City Parcels or the migration of Hazardous Substances from or to other property, unless the Hazardous Substances migrate from property owned by the City to the City Parcels; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, Developer shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City and its officers, agents and employees harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the wanton or willful misconduct of the City and its officers, employees, or agents. Furthermore, Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnitees harmless from and against any and all Losses which may be

made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, except as provided in the immediately preceding sentence for the City's, or its officers', employees' or other agents' wanton or willful misconduct following the Property Closing Date. The Developer Parties waive their rights of contribution and subrogation against Indemnitees.

22.5 Release Runs with the Land. The covenant of release in Section 22.4 shall run with the City Parcels, and shall be binding upon all successors and assigns of Developer with respect to the City Parcels, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the City Parcels under or through Developer following the date of the Deed. Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the City Parcels to Developer for the Purchase Price. It is expressly agreed and understood by and between Developer and the City that, should any future obligation of Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the City Parcels, neither Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or

33

in part by the City because Section 22.4 contains a full, complete and final release of all such claims.

22.6 Survival. This Section 22 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

## **SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.**

23.1 Employment Opportunity. Developer agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

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

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

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

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

e) Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every

34

subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each Contractor, subcontractor or Affiliate, as the case may be.

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

## 23.2 City Resident Employment Requirement.

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

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

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

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

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

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

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

35

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

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

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

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

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

a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program") and (ii) the Minority- and Women-Owned Business Enterprise

Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least 26% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least 6% of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

b) For purposes of this Section 23.3 only:

36

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

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

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

c) Consistent with Sections 2-92-440 and 2-92-720 of the Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor); by subcontracting or causing the General Contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

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

completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Developer, on prior notice of at least five (5) Business Days, to allow the City to review Developer's compliance with its

37

commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

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

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

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than seven (7) Business Days prior to the Property Closing Date, Developer and Developer's General Contractor and all major subcontractors shall meet with DPD monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Property Closing. During the construction of the Project, Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements (if applicable); (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings and (h) evidence of compliance with job creation/job retention requirements (if any). Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to Developer to halt construction of the Project, (y) withhold any further payment of any City funds to Developer or the General Contractor (if applicable), or (z) seek any other remedies against Developer available at law or in equity.

## **SECTION 24. REPRESENTATIONS AND WARRANTIES.**

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

a) (i) Developer is an Illinois corporation duly organized, validly existing, and in good standing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, (ii) Developer or its Affiliates have authority to operate pursuant to the Permitted Uses, and (iii) the person signing this Agreement on behalf of Developer has the authority to do so.

b) All certifications and statements contained in the Economic Disclosure Statement submitted to the City by Developer are true, accurate and complete.

38

c) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement. Developer's execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, have been duly authorized by all necessary action, and do not and will not violate Developer's articles of incorporation or bylaws (as amended and supplemented), or any applicable Laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which Developer, or any party affiliated with Developer, is a party or by which Developer or the Property is now or may become bound.

d) No action, litigation, investigation or proceeding of any kind is pending or threatened against Developer or any party affiliated with Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, and Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of Developer.

e) Developer is now and for the term of the Agreement shall remain solvent and able to pay their debts as they mature.

f) Developer shall or shall cause its Affiliates or the Co-Developer to procure and maintain all Governmental Approvals necessary to construct, complete and operate the Project.

g) Developer is not in default in any material respect with respect to any indenture, loan agreement, mortgage, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound relating to the acquisition of the City Parcels or the performance of Developer's obligations under this Agreement.

h) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes and Environmental Laws; or (ii) any building permit, restriction of record or other agreement affecting the Property.

(i) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code.

(j) Neither Developer or any Affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

39



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

3 Survival of Representations and Warranties. Each of the Parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and shall be in effect until the expiration of the Phase II Operating Term.

## SECTION 25. NOTICES.

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

If to the City:                      City of Chicago  
Department of Planning & Development 121 North  
LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn:  
Commissioner

With a copy to:                      City of Chicago  
Department of Law  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602  
Attn: Real Estate and Land Use Division

If to Developer:                      Lake Park Associates, Inc.  
5235 South Harper Court  
Chicago, Illinois 60615  
Attn:

With a copy to:                      University of Chicago  
Office of Legal Counsel Edward H. Levi Hall 5801 S. Ellis  
Ave, Suite 619 Chicago, Illinois 60637 Attn: Vice  
President and General Counsel

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

communication sent pursuant to clause (d) shall be deemed received three (3) Business Days after mailing.

The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

## **SECTION 26. BUSINESS RELATIONSHIPS.**

Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

## **SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.**

1 Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-Owners") and spouses and domestic partners of such Sub-Owners (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to his political fundraising committee (a) after execution of this Agreement by Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

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

3 Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or

## **41**

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.

4 Developer agrees that the Identified Parties must not engage in any conduct whatsoever

designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

5 Notwithstanding anything to the contrary contained herein, Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 27 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

7 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 Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

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

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

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

ii) neither party is married; and

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

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

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

42

partners have been residing together for at least 12 months.

partners have common or joint ownership of a residence.

partners have at least two of the following arrangements:

(A) (B) (C) (D)

joint ownership of a motor vehicle;

joint credit account;  
a joint checking account;  
a lease for a residence identifying both domestic partners as tenants.

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

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

## **SECTION 28. INSPECTOR GENERAL.**

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

## **SECTION 29. WASTE ORDINANCE PROVISIONS.**

In accordance with Section 11-4-1600(e) of the Municipal Code, Developer warrants and represents that it, and to the best of its knowledge, its Contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by Developer, its General Contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an Event of Default under this Agreement, for which the opportunity to 'cure, if curable, will be granted only at the sole discretion of the Commissioner of DPD. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of Developer, the General Contractor and any subcontractors to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Noncompliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Developer's eligibility for future contract awards.

## **SECTION 30. 2014 CITY HIRING PLAN.**

30.1 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.

43

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

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

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

4 In the event of any communication to Developer by a City employee or City official in violation of Section 30.2 above, or advocating a violation of Section 30.3 above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by IGO Hiring Oversight.

### **SECTION 31. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.**

Failure by Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer shall at all times comply with Section 2-154-020 of the Municipal Code.

### **SECTION 32. MISCELLANEOUS.**

The following general provisions govern this Agreement:

1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

44

3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

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

5 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

6 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

7 Force Majeure. None of the City, Developer, the Co-Developer, nor any successor in interest to any of them shall be considered in breach of or in default of its obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

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

9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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

11 Limitation of Liability. No member, official, officer, director, trustee or employee of the City or Developer shall be personally liable in the event of any default or breach under this Agreement or for any amount which may become due to any other party under the terms of this Agreement.

12 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

13 No Waiver. No waiver by the City with respect to any specific default by Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of Developer, nor shall any forbearance by the City to seek a remedy for any breach or

45

default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

14 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

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

16 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

*(Signature Page Follows)*

46

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

CITY OF CHICAGO, an Illinois municipal corporation

By:

David L. Reifman  
Commissioner of the Department of Planning and  
Development

LAKE PARK ASSOCIATES INC., an Illinois corporation

By:

**As to Section 19.6 only: The University of Chicago,**

an Illinois not-for-profit corporation

By:

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

Marcus Martinez  
Assistant Corporation Counsel  
City of Chicago  
121 North LaSalle Street, Suite 600 Chicago,  
Illinois 60602 (312) 742-8412

47

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of Lake Park Associates, Inc., an Illinois corporation ("Developer"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by Developer, as his free and voluntary act and as the free and voluntary act and deed of Developer, for the uses and purposes therein set forth.

GIVEN under my notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

NOTARY PUBLIC



48

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

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

GIVEN under my notarial seal this       day of       , 2019.

NOTARY PUBLIC

49

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE CITY PARCELS (subject to  
final commitment and survey)**

**{legal taken from title commitment - needs correction}**

THE WEST 1/2 OF LOT 9 (EXCEPT THE NORTH 134 FEET THEREOF TAKEN FOR BOULEVARD) IN BLOCK 2 IN YERBY'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-15-104-008

Commonly known as: 335 East Garfield Boulevard, Chicago, Illinois

THE EAST 1/2 OF LOT 9 (EXCEPT THE NORTH 134 FEET THEREOF) IN BLOCK 2 IN YERBY'S

SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-15-104-009

Commonly known as: 339 East Garfield Boulevard, Chicago, Illinois

THE WEST 1/2 OF LOT 10 (EXCEPT THE NORTH 134.00 FEET OF SAID LOT) AND THE WEST 6.00 FEET OF THE EAST 1/2 OF LOT 10 (EXCEPT THE NORTH 134.00 FEET OF SAID LOT) IN BLOCK 2 IN YERBY'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE WEST 1/2 OF THE NORTHWEST(Northeast?) 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-15-104-010

Commonly known as: 343 East Garfield Boulevard, Chicago, Illinois

THE SOUTH 133 FEET OF THE EAST 1/2 (EXCEPT THE WEST 6 FEET THEREOF) OF LOT 10 AND THE SOUTH 133 FEET OF LOT 11 [only the west 1/2 of Lot 11 - the east 1/2 of Lot 11 is PIN -012] ALL IN BLOCK 2 IN YERBY'S SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-15-104-011

Commonly known as: 347 East Garfield Boulevard, Chicago Illinois

50

## **EXHIBIT B**

### **LEGAL DESCRIPTION OF THE DEVELOPER PARCEL**

**(TO BE ATTACHED)**

**[Note - Developer Parcel is only the eastern 25 feet of PIN 20-15-104-007. The western 25 feet is not part of the Project.]**

**51**

EXHIBIT C

PLANS AND SPECIFICATIONS OF THE PHASE I ARTS LAWN PROJECT

(TO BE ATTACHED)

52

**EXHIBIT D FORM OF RECONVEYANCE DEED**

(TO BE ATTACHED)

**EXHIBIT E PRELIMINARY BUDGET**

(TO BE ATTACHED)

## EXHIBIT F

### **COMMUNITY BENEFITS**

Developer shall provide the following public benefits in connection with the Project: Phase I Arts

#### Lawn Youth Education

- Connect landscape design opportunities to youth education programs. Goal to reach at least 50% of participants residing within the Washington Park and Grand Boulevard community areas and zip codes 60637, 60615, 60609, 60621, 60619, 60649 and 60653. Minimum number of paid youth apprenticeships, under the established Design Apprenticeships program or an equivalent program, during Phase I Operating Term: 60.
- Minimum number of youth participants in the Teen Arts Council, or an equivalent program, during Phase I Operating Term: 30.
- Minimum number of youth participants in the Community Actors Program, or an equivalent program, during Phase I Operating Term: 45.

#### Events

Minimum number of no-cost arts and culture programming events during Phase I Operating Term, including those described below: 21.

- Artist Residencies - Provides space to incubate and further develop the eyes, minds, and practices of the residents it serves. Financial stipends are provided to artists, curators, and students to inhibit barriers to participation as well as access to the academic and research resources of the University including business and marketing development. Connect a public-facing component of Artist Residencies to Arts Lawn. Minimum number of events during Phase I Operating Term: 4.
- Facilitate use by neighborhood schools for learning extension. Minimum number of events during Phase I Operating Term: 15.
- Host a periodic outdoor food and vendor marketplace that supports local artists and small businesses by providing them a platform to sell their work. Unlike other city vendor-related events, APL does not charge vendors a booth or application fee nor does it take a sales commission, thus removing any financial barriers for participation. Hold training workshops for the vendors prior to the event. The workshops invited professionals to share their expertise in business development, sales strategy, communication, and visual display. Minimum number of events during Phase I Operating Term: 2.
- Hours for green space: the space shall be open to the public daily from 9 a.m. to 5 p.m. from November 1st through March 31st, and daily from 9 a.m. to 9 p.m. from April 1st through October 31st, with the exception of special events, which shall be no more frequent than twenty-four (24) times per year. (Please note the hours will not be staffed at all open hours.)

#### Cooperation with CPS Schools

Closely work with Chicago Public Schools Dyett High School for the Arts, Burke Elementary and DuSable

Leadership Academy High School.

## **Phase II Arts Lawn Project**

The Phase II Arts Lawn infrastructure would be enhanced and would accommodate more uses and benefits in accordance with the Phase II Arts Lawn Project Permitted Uses and would be passively programmed with greater accessibility. Benefits identified as no-cost public programs and events shall increase in the aggregate during the Phase II Operating Term, provided that the total number of such events may vary, depending on the availability of funding from private donors and local and national foundations. The number of paid participants in education programs shall be no less than 149 per year and number of events shall be no less than 25 per year, funding dependent. Maximum of 5 film screenings can count towards the 25 events required per year. The programs and events may include:

### Youth Education

- Connect landscape design opportunities to youth education programs and apprenticeships. Goal to reach at least 50% of participants residing within the Washington Park and Grand Boulevard community areas and zip codes 60637, 60615, 60609, 60621, 60619, 60649 and 60653. Youth apprenticeships through the Design Apprenticeship Program, or an equivalent program.
- Youth participation in the Teen Arts Council, or an equivalent program.
- Youth participation in the Community Actors Program, or an equivalent program. Events
- Artist Residencies - Provides space to incubate and further develop the eyes, minds, and practices of the artists it serves. Financial support is provided to artists, curators, and students to inhibit barriers to participation as well as access to the academic and research resources of the University including business and marketing development. Connect a public-facing component of Artist projects to Arts Lawn. Over time this program may be adapted to meet changing needs of artists and the Washington Park community.
- Facilitate use by neighborhood schools for learning extension.
- Host a periodic outdoor food and vendor marketplace that supports local artists and small businesses by providing them a platform to sell their work. Unlike other city vendor-related events, APL does not charge vendors a booth or application fee nor does it take a sales commission, thus removing any financial barriers for participation. Hold training workshops for the vendors prior to the event. The workshops invited professionals to share their expertise in business development, sales strategy, communication, and visual display.
- Hours for green space: The space shall be open to the public daily from 9 a.m. to 5 p.m. from November 1st through March 31st, and daily from 9 a.m. to 9 p.m. from April 1st through October 31st, with the exception of special events, which shall be no more

56

frequent than twenty-four (24) times per year. (Please note the hours will not be staffed at all open hours.)

### Cooperation with CPS Schools



Closely work with Chicago Public Schools Dyett High School for the Arts, Burke Elementary, and DuSable Leadership Academy High School.

### **Cultural Center Project**

The Cultural Center Project would accommodate additional and/or alternate uses and benefits in accordance with the Cultural Center Permitted Uses. While specific programs and events associated with the Cultural Center Project are to be determined by the Co-Developer, the number of participants in Youth Participation Opportunities shall increase by a minimum of 25% of the levels identified in the Phase I Operating Term and the number of no-cost events shall increase by a minimum of 50% of the levels identified in the Phase II Arts Lawn Project Operating Term, funding dependent, and shall reach at least 50% of participants residing within the Washington Park and Grand Boulevard community areas and zip codes 60637, 60615, 60609, 60621, 60619, 60649 and 60653. The University and the Co-Developer shall meet with the alderman of the ward and community members to discuss the Phase II Cultural Center Project Permitted Uses and public benefits.

### Cooperation with CPS Schools

Closely work with Chicago Public Schools Dyett High School for the Arts, Burke Elementary, and DuSable Leadership Academy High School.

## JOINT ORDER ESCROW AGREEMENT

Escrow No. \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

To: \_\_\_\_\_ Title Company ("Escrowee")

Parties: (a) LAKE PARK ASSOCIATES, INC., an Illinois corporation ("Developer")

(b) CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City")

1. The accompanying One Hundred Sixty Six Thousand Dollars (\$166,000) is deposited by Developer with the Escrowee and shall be used solely to reimburse the City for "City Work" on the "City Parcels," as defined in, and determined and otherwise governed by the Agreement of the Sale and Redevelopment of Land, between Developer and the City of Chicago, dated \_\_\_\_\_, 2019 (the "RDA"). The City Parcels are legally described in the attached Exhibit 1 and commonly known as 335-347 East Garfield Boulevard, Chicago, Illinois.

2. Developer may be required to increase the amount of the escrowed funds, \_\_\_\_\_, pursuant to its obligations in Section 22.3(i)(ii) of the RDA.

3. The funds shall be disbursed by Escrowee only upon the written joint order of (1) \_\_\_\_\_, in his capacity as a member of Developer, or his duly authorized designee and (2) the Commissioner or Deputy Commissioner of the Department of Fleet and Facility Management. That written order must be substantially in the form of Exhibit 2 attached hereto.

4. The City will seek disbursement for all actual costs, fees and/or expenses, including construction, oversight, report preparation and regulatory fees incurred by the City for completion of the City Work.

5. The City shall provide Developer with written documentation, including, but not limited to, bills, invoices and/or calculations, setting forth the basis of each disbursement request.

6. Escrowee is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings given by any of the parties to this Joint Order Escrow Agreement ("Agreement"), or by any other person or corporation, but Escrowee is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Escrowee obeys or complies with any such order, judgment or decree of any court, it shall not be liable to any of the parties to this Agreement or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Agreement, to which Escrowee is or may be at any time become a party, Escrowee shall

have a lien on the escrow funds for any and all costs and attorneys' fees, whether such attorney shall be regularly retained or specifically employed, and any other expenses that Escrowee may have incurred or become liable for an account thereof out of said escrow funds, and the parties to this Agreement jointly and severally agree to pay Escrowee upon demand all such costs, fees and expenses so incurred.

7. In no case shall escrow funds be surrendered except on a joint order signed by Developer and the City or their respective legal representatives or successors or as directed pursuant to Section 3 above or in obedience of the process or order of court as provided in this Agreement.

8. If conflicting demands are made upon Escrowee or legal action is brought in connection with this Agreement, Escrowee may withhold all performance without liability therefore, or Escrowee may file suit for interpleader or declaratory relief. If Escrowee is required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by Escrowee, or if conflicting demands or notice by parties to this Agreement or by others are served upon Escrowee, the parties jointly and severally agree to pay escrow fees and all costs, expenses, and attorneys' fees expended or incurred by Escrowee as a result of any of the above described events. The undersigned parties further agree to save Escrowee harmless from all losses and expenses, including reasonable attorneys' fees and court costs incurred by reason of any claim, demand, or action filed with respect to this Agreement. The undersigned jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection with this Agreement and direct that all sums due to Escrowee pursuant to this Agreement be deducted from the escrow funds. The undersigned hereby grant Escrowee a lien against the escrow funds to secure all sums due Escrowee. The Escrowee shall not be liable for any act which it may do or omit to do hereunder in good faith and the reasonable exercise of its own best judgment. Any act done or omitted by the Escrowee pursuant to the advice of its legal counsel shall be deemed conclusively to have been performed in good faith by the Escrowee.

9. This Agreement is intended to implement, is not intended to cancel, supersede or modify the terms of the RDA, or any agreement by and between Developer and the City. The duties and responsibilities of Escrowee are limited to this Agreement and the Escrowee shall not be subject to nor obligated to recognize any other agreement between the parties, provided, however, that these escrow instructions may be amended at any time by an instrument in writing signed by all of the undersigned.

10. Developer and the City warrant to and agree with Escrowee that, unless otherwise expressly set forth in this Agreement: (a) there is no security interest in the escrow funds or any part thereof; (b) no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow funds or any part thereof; and (c) Escrowee shall have no responsibility at any time to ascertain whether or not any security interest exists in the escrow funds or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the escrow funds or any part thereof.

11. The fee for establishing the escrow is \$ \_\_\_\_\_, payable by Developer at the time the escrow funds are deposited. An annual fee of \$ \_\_\_\_\_ will be due from Developer for each year (or part thereof) the escrow remains open (with any part of the deposit not

59

disbursed) after \_\_\_\_\_, 20\_\_\_\_. Wire transfer or overnight delivery fees will be assessed at the rate of \$ \_\_\_\_\_ each. All fees relating to this escrow account shall be billable to and payable solely by Developer. Funds from the escrow account may not be used to pay such fees.

12. \_\_\_\_\_ may resign as Escrowee by giving ten (10) days prior written notice by certified mail, return receipt requested, sent to Developer and the City care of their designated representatives and at the addresses set forth below; and thereafter Escrowee shall deliver all remaining escrow funds to a successor Escrowee named by Developer and the City in a joint written and signed order. If Developer and the City do not agree on a successor Escrowee, then Escrowee shall deliver all remaining escrow funds to the City.

13. This Agreement shall terminate upon the earliest of: (i) Escrowee's receiving notice from both Developer and the City that the City has obtained a Final NFR Letter for the City Parcels; or (ii) the date on which all funds in the escrow account have been disbursed. On termination, all remaining escrow funds, if any, and accumulated interest on the escrow funds shall be paid to the City.

14. Any notice which the Parties hereto are required or desire to give hereunder to any of the undersigned shall be in writing and may be given by mailing or delivering the same to the address of the undersigned by certified mail, return receipt requested, overnight courier or telecopier transmission with confirmation following by first class mail:

Developer:  
Lake Park Associates, Inc.  
5235 South Harper Court  
Chicago, Illinois 60615  
Attn:

City:  
Department of Fleet and Facility Management 30 North LaSalle Street  
Suite 300  
Chicago, IL 60602 FAX: 312-744-6451  
Attention: Commissioner or Deputy Commissioner

60

Escrowee:

Attention: Tel: 312-E-mail:

LAKE PARK ASSOCIATES, INC.

CITY OF CHICAGO

By:  
Name:  
Its:

By:  
Name:  
Its:

ESCROWEE:

By: \_  
Name:  
Its:

61

**[TO BE ATTACHED]**

**(sub) EXHIBIT 1 to Joint Order Escrow Agreement LEGAL DESCRIPTION OF CITY PARCELS**

**62**

**(sub) EXHIBIT 2 to Joint Order Escrow Agreement**

Disbursement Direction

I, \_\_\_\_\_, the \_\_\_\_\_ of Lake Park Associates, Inc., hereby direct \_\_\_\_\_, Escrowee, under its Escrow Number \_\_\_\_\_ to pay to the sum of \$ \_\_\_\_\_ from the cash Deposit held in said Escrow.

Dated: \_\_\_\_\_ Lake Park Associates, Inc.

By:  
Name: Its:

I, \_\_\_\_\_, the \_\_\_\_\_ [Commissioner / Deputy  
Commissioner] of the City of Chicago Department of Fleet and Facility Management, hereby authorize the  
Disbursement requested above approving its payment as so directed.

Dated: \_\_\_\_\_ City of Chicago, acting by and through its  
Department of Fleet and Facility Management

By:  
Name: Its:

63

**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 University of  
Chicago

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

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

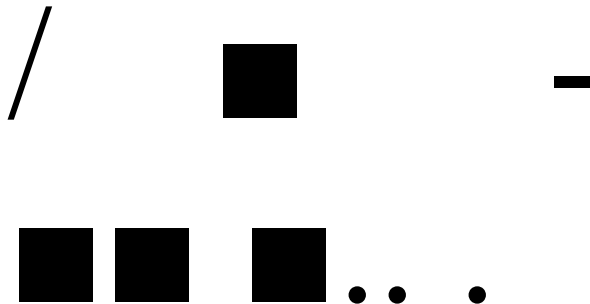
OR

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: 5801 S. Ellis Avenue, Suite 619  
Chicago, IL 60637

C. Telephone: 773-702-1976 Fax: 773-702-0934 Email: rhrush@uchicago.edu  
<mailto:rhrush@uchicago.edu>

D. Name of contact person: Robert Rush



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

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

Purchase of Redevelopment Project Area: 335, 339,343 and 347 E. Garfield Boulevard.

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

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

Specification # \_\_; and Contract #  
Ver.2018-1 Page of 15

## 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 (Is  
☐ Limited partnership  
☐ Trust ☐

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

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

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

☐ Yes ☐ No ☒ Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name Title Please see SCHEDULE II.B.L for a complete list of the corporation's Officers and its Trustees.

No members.

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 ☒ No

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

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

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

☐ Yes ☒ No

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

### SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

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

Page 3 of IS

*i*

Name (indicate whether Business retained or anticipated Address to be retained)

DLA Piper LLP

Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)

Lawyers

Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response. \$50,000

Estimated fees, not yet paid.

Chicago, IL 60606

(Add sheets if necessary)

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

## **SECTION V - CERTIFICATIONS**

### **A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

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

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

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

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

☐ Yes ☐ No

### **B. FURTHER CERTIFICATIONS**

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

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

Page 4 of 15

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 8 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

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

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

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5) (Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [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 truthful certifications.

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

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

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

See SCHEDULE V.B.12. attached hereto. ; :

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.

See SCHEDULE V.B.13. attached hereto. :

## C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)  
☐ is ☒ is not

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

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

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

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):

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

#### **D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

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

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

☐ Yes ☒ No

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

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

Does the Matter involve a City Property Sale?

☐ Yes ☐ No

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

| Name | Business Address | Nature of Financial Interest |
|------|------------------|------------------------------|
|------|------------------|------------------------------|

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by

**any City official or employee.**

**Page 8 of 15**

#### **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.

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

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

#### **SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

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

##### **A. CERTIFICATION REGARDING LOBBYING**

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

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

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay



any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

Ver.2018-1 Page 9 of 15

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

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

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

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

#### **B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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

Is the Disclosing Party the Applicant?

☐ Yes ☐ No

If "Yes," answer the three questions below:

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

☐ Yes ☐ No

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

☐ Yes ☐ No ☐ Reports not required

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

☐ Yes

☐ No

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

Page 10 of 15

## SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

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

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics) <<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.

Page 11 of 15

**CERTIFICATION**

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

**(Print or type exact legal name of Disclosing Party)**

**(Sign here) (Print or type name of person**

**signing) (Print or type title of person signing)**

**Notary Public**

**Signed and sworn to before me on (date) JdtKXiQ-rvj \SjXO\% at Cook  
County, Xli inot'5 (state).**

**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 ☒ 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 ☒ No

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

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

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

i  
j.  
I

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

**1 PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

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

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

☐ Yes

☐ No

^QN/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1). If

you checked "no" to the above, please explain.

Page 15 of 15

#### **SCHEDULE II.B.1. OFFICERS OF THE CORPORATION**

| <b>NAME</b>                    | <b>OFFICE</b>  |
|--------------------------------|--|
| Robert J. Zimmer               | President  |
| Daniel Diermeier     Provost . |  |
| David B. Fithian               | Executive Vice President   |
| Kenneth S. Polonsky            | Executive Vice President of the University for<br>Biology and Medicine President of the<br>University of Chicago Health System Dean,<br>Division of the Biological Sciences Dean,<br>Pritzker School of Medicine |
| Katie Callow-Wright            | Vice President and Secretary of the University   |
| Derek R. B. Douglas            | Vice President for Civic Engagement and<br>External Affairs  |
| Sharon Marine                  | Vice President for Alumni Relations and<br>Development   |
| James G. Nondorf               | Vice President for Enrollment and Student<br>Advancement ' Dean of College Admissions<br>and Financial Aid   |
| Juan de Pablo                  | Vice President for National Laboratories Liew<br>Family Professor in Molecular Engineering<br>Senior Scientist at Argonne National<br>Laboratory   |
| Paul M. Rand                   | Vice President for Communications  |
| Michele Rasmussen              | Dean of Students in the University   |
| Darren Reisberg                | Vice President for Strategic Initiatives   |
| Ivan Samstein                  | Vice President and Chief Financial Officer   |
| Mark A. Schmid                 | Vice President and Chief Investment Officer  |
| Balaji (Bala) Srlnivasan       | Vice President for Global Initiatives and<br>Strategy  |
| , Kim Taylor                   | Vice President and General Counsel   |

Andrew M. Alper Frank A. Baker II David G. Booth David B. Brooks Debra A. Cafaro Thomas A. Cole James S. Crown Daniel L. Doctoroff Brady W. Dougan Craig J. Duchossois John A. Edwardson James S. Frank Timothy M. George Rodney L. Goldstein Mary Louise Gomo Kenneth C. Griffin Sanford J. Grossman Kenneth M. Jacobs Ashley D. Joyce Karen L. Katen Dennis J. Keller Steven A. Kersten James M. Kilts Michael J. Klingensmith Rachel D. Kohler John Liew

**TRUSTEES**

Rika Mansueto Joseph Neubauer Emily Nicklin Brien M. O'Brien Michael P. Polsky Myrtle S. Potter Thomas J. Pritzker Guru Ramakrishnan John W. Rogers Emmanuel Roman Andrew M. Rosenfield David M. Rubenstein Alvaro J. Saieh Nassef O. Sawiris Steve G. Stevanovich Mary A. Tolan Byron D. Trott Gregory W. Wendt Donald R. Wilson Paula Wolff Paul G. Yovovich Francis T.F. Yuen Robert J. Zimmer

**SCHEDULE V.B.12**

| First Name | Last Name | Previous Employers   |
|------------|-----------|--|
| Alexis     | Stewart   | Chicago's Department of Family and Support Services                    |
| Amani      | Khan      | Chicago Department of Public Health, City of Chicago                   |
| Emmanuel   | Conde     | After School Matters/ Chicago Park District, Chicago Police Department |
| Meera      | Mody      | Chicago Department of Public Health                                    |
| Rachel     | Jantke    | Chicago Department of Public Health                                    |
| Sandra     | Tilmon    | City of Chicago Department of Public Health                            |
| Scott      | Velasquez | City of Chicago, City Colleges of Chicago                              |
| Shannon    | Bowers    | Chicago Department of Public Health                                    |
| Teresa     | Rodriguez | <sup>N</sup> City of Chicago   |
| Danielle   | Rufo      | Chicago Department of Public Health                                    |
| Sebastian  | Burca     | Chicago Council on Global Affairs                                      |
| Samantha   | Loo       | Office of the Chicago City Clerk                                       |
| Nicole     | Wilson    | City of Chicago's Mayor's Office                                       |

**SCHEDULE V.B.13**

**The University gifted "Institute of Politics" sweatshirts to the following individuals: Kurt Summers, Treasurer, City of Chicago.**

**Brian Richardson, Deputy Commissioner, Department of Public Health, City of Chicago. The**



estimated value of each garment is approximately \$50.

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: Lake Park Associates, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal 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: 5801 S. Ellis Avenue, Suite 619  
Chicago, IL 60637

C. Telephone: 773-702-1976 Fax: 773-702-0934 Email: rhrush@uchicago.edu  
<mailto:rhrush@uchicago.edu>

D. Name of contact person: Robert Rush

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

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

Purchase of Redevelopment Project Area: 335,339,343 and 347 E. Garfield Boulevard.

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

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

Specification # and Contract #

Ver.2018-1

Page 1 of 15

## SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Person                        | <input type="checkbox"/> Limited liability company                  |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership              |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                              |
| <input type="checkbox"/> Sole proprietorship                      | <input checked="" type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501 (c)(3))?              |
| <input type="checkbox"/> Limited partnership                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <input checked="" type="checkbox"/> Trust                         | <input type="checkbox"/> Other (please specify)                     |
|   | 501(c)(2)   |

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

Illinois

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

☐ Yes      ☐ No      ☒ Organized in Illinois

### B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

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

Name Title Please see SCHEDULE II.B.1. for a complete list of the corporation's Officers and Directors.

No members.

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 |
|----------------------------|--|--------------------------------------|
| The University of Chicago. | 5801 S_Ellis Ave_<br>Chicago, IL 06037 | 100%                                 |

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

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

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

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

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

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

Page 3 of 15

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

(Add sheets if necessary)

☒ [ 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 ☒ [33 No ☐ [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

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

☐ [ ] Yes ☐ [ ] No

### B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking

tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Page 4 of IS

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

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

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

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

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

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

Page 5 of 15

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5) (Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [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

Page 6 of 15

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

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

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

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

☐ is ☒ is not

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

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

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

Page 7 of15

**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):**

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

**D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

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

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

☐ Yes ☒ No

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

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

**Does the Matter involve a City Property Sale?**

☐ Yes ☐ No

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



| Name | Business Address | Nature of Financial Interest |
|------|------------------|------------------------------|
|------|------------------|------------------------------|

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

Page 8 of IS

#### 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.

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

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

#### SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

##### A. CERTIFICATION REGARDING LOBBYING

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

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

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

Ver.2018-1

Page 9 of 15

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

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

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

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

## B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal

regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

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

☐ Yes

☐ No

☐ Reports not required

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

☐ Yes

☐ No

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

Page 10 of 15

## **SECTION Vn - 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) <<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.

Page 11 of 15

### **CERTIFICATION**

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

(Print or type exact legal name of Disclosing Party)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date)  
at C o^>U County, X7/'i/iot's (state).

**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 ☒ 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

☒ No

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

☐ Yes

☐ No

☒ The Applicant is not publicly traded on any exchange.

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

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

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

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

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

☐ Yes

☐ No

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

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT SCHEDULE II.B.1. OFFICERS OF  
THE CORPORATION**

| <b>NAME</b>    | <b>OFFICE</b>                |
|----------------|------------------------------|
| Ivan Samstein  | President                    |
| Derek Douglas  | Vice President               |
| Kim Taylor     | Vice President and Secretary |
| Angelica Marks | Vice President and Treasurer |
| Robert Rush    | Assistant Secretary          |

**BOARD OF DIRECTORS**

|                |          |
|----------------|----------|
| David Fithlan  | Director |
| Derek Douglas  | Director |
| Ivan Samstein  | Director |
| Kim Taylor     | Director |
| Angelica Marks | Director |