



Office of the City Clerk

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Legislation Text

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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 of the City (the "City Council") on February 16, 2000, and published at pages 25276 through 25432, in the Journal of the Proceedings of the City Council (the "Journal") of such date: (i) a certain redevelopment plan and project (the "Plan") for the Central

West Tax Increment Financing Redevelopment Project Area (the "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"); (ii) the Area was designated as a redevelopment project area pursuant to the Act; and (iii) tax increment financing was adopted pursuant to the Act as a means of financing certain 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 land known as 2341- 2343 W. Adams Street, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Property is located in the Area; and

WHEREAS, pursuant to an ordinance adopted by the City Council on August 30, 2000, and published at pages 39746 through 39753 of the Journal of such date, the City and the Near West Side Community Development Corporation, an Illinois not-for-profit ("Original Purchaser"), entered into that certain Redevelopment Agreement New Homes for Chicago Program Near West Side Community Development Corporation Phase III (the "RDA") dated as of November 24, 2003, and recorded in the Office of the Recorder of Deeds of Cook County ("Recorder's Office"), on June 22, 2005, as Document No. 0517318060; and

WHEREAS, pursuant to the RDA, the City conveyed the Property to the Original Purchaser by quitclaim deed recorded in the Recorder's Office as Document No. 0517318067 on June 22, 2005 (the "Original Deed"); and

WHEREAS, the RDA and Original Deed required the Original Purchaser to construct residential dwelling units on the Property; and

WHEREAS, the Original Purchaser did not construct residential dwelling units on the Property and pursuant to the terms of the RDA and the Original Deed, the City reacquired the Property by special warranty deed recorded in the Recorder's Office as Document No. 1521616057 on August 4, 2015; and

WHEREAS, the City's reacquisition of the Property from the Original Purchaser was subject to those certain unpaid property taxes accumulated during the period in which the property was owned by the Original Purchaser (the "Open Taxes"); and

WHEREAS, after reacquisition of the Property, the City engaged the brokerage firm Cushman & Wakefield, U.S., Inc., a Missouri corporation ("Cushman"), to market the Property on the City's behalf, and pursuant to the terms of Cushman's master consulting agreement, Cushman is due a 2% brokerage commission fee, which fee will be paid to Cushman by the

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City; and

WHEREAS, public notice advertising the City's intent to sell the Property appeared in the Chicago Sun-Times, a newspaper of general circulation, on August 13, 20 and 27, 2018 at a list price equal to the appraised fair market value of \$116,500; and

WHEREAS, two bids were received for the Property; and

WHEREAS, the higher of the two bids was submitted by Joudeh Investments, LLC/MKB Business Strategies LLC Joint Venture, in the amount of \$127,000, which exceeds the Property's appraised fair market value; and

WHEREAS, the lower of the two bids was submitted by Mr. Keith Robinson, an individual, in the amount of \$110,000, which is less than the Property's appraised fair market value; and

WHEREAS, the City, acting through its Department of Planning and Development ("DPD"), desires to sell the Property to Joudeh Investments LLC/MKB Business Strategies LLC Joint Venture, the highest bidder, for the amount of \$127,000 (the "Purchase Price"); and

WHEREAS, the highest bidder desires to move forward as a single entity, Joudeh Investments LLC, an Illinois liability company (the "Purchaser"); and

WHEREAS, the Purchaser has agreed to undertake development of the Property in accordance with the Plan and pursuant to the terms and conditions of a purchase and sale agreement in substantially the form attached hereto as Exhibit B (the "Purchase Agreement"); and

WHEREAS, the City, acting through DPD, desires to pay the Open Taxes out of the Purchase Price proceeds; and

WHEREAS, in connection with the City's foregoing payment obligations, the City shall, pursuant to written escrow instructions or a written escrow agreement (the "Escrow Agreement"), establish an escrow account to be held by a third party title insurance company for purposes of funding the payment of the Open Taxes (the "Escrow Account"); and

WHEREAS, the necessary amounts of the Purchase Price proceeds or other legally available City funds shall be deposited into the Escrow Account on the closing date; and

WHEREAS, by Resolution No. 18-079-21, adopted on December 20, 2018, the Chicago Plan Commission approved the sale of the Property; 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 sale of the City Property to the Purchaser for the Purchase Price is hereby approved. This approval is expressly conditioned upon the City entering into the Purchase Agreement with the Purchaser. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Purchase Agreement, and such other supporting documents

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

SECTION 4. The City's Corporation Counsel is hereby authorized to establish the Escrow Account and to cause the proceeds of the Purchase Price or other legally available funds to be deposited into such Escrow Account as described in the above recitals. After such deposit, such proceeds or funds shall be appropriated and disbursed from the Escrow Account at closing to pay the Open Taxes.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, one or more quitclaim deeds conveying the Property to the Purchaser, or to a

land trust of which the Purchaser is the sole beneficiary, or to an entity of which the Purchaser is the sole controlling party, subject to those covenants, conditions and restrictions set forth in the Purchase Agreement.

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

SECTION 7. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect immediately upon its passage and approval.

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

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EXHIBIT A

Legal Description

(Subject to Title Commitment and Survey)

LOTS 3 AND 4 IN THE SUBDIVISION OF SUB-LOTS 1, 2, 3 AND 4 OF MCKAY'S SUBDIVISION OF LOTS 2 AND 3, TOGETHER WITH THAT PART THEREOF OF ORIGINAL LOT 4 LYING SOUTH OF THE SOUTH LINE OF ADAMS STREET IN BLOCK 10 IN ROCKWELL'S ADDITION TO CHICAGO IN SECTION 18,

TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2341-2343 W. Adams Street
Chicago, Illinois

Property Index Numbers: 17-18-113-012-0000
17-18-113-013-0000

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EXHIBIT B

Purchase Agreement [Attached]

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This AGREEMENT FOR THE PURCHASE AND SALE OF LAND ("Agreement") is made on or as of the _____ day 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 Joudeh Investments LLC, an Illinois limited liability company (the "Purchaser"), whose offices are located at 225 N.

Columbus Drive #7507, Chicago, Illinois 60601.

RECITALS

WHEREAS, the City owns the real property commonly known as 2341-43 W. Adams, Chicago, Illinois (the "Property"), which Property is legally described on Exhibit A attached hereto; and

WHEREAS, the Purchaser seeks to purchase the Property from the City in order to construct not more than eight (8) residential dwelling units (the "Project"); and

WHEREAS, the Property is located in a redevelopment area known as the Central West Redevelopment Project Area ("Redevelopment Area"), as created by ordinances adopted by the City Council of the City (the "City Council") on February 16, 2000; and

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

WHEREAS, the appraised fair market value of the Property is approximately \$116,500;
and

WHEREAS, the City has agreed to sell the Property to the Purchaser for \$127,000 (\$10,500 more than the appraised fair market value) in consideration of the Purchaser's obligation to construct the Project in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____, and published at pages _____ through _____ in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), authorized the sale of the Property to the Purchaser, subject to the execution and delivery of this Agreement.

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

SECTION 1. INCORPORATION OF RECITALS.

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.

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For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"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 persons or entities with whom that other person or

entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"Agent(s)" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Purchaser or the Purchaser's contractors or Affiliates.

"Architect" means .

"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.

"Purchaser Party(ies)" means the Purchaser, any Affiliate of the Purchaser, and the respective officers, directors, employees, Agents, successors and assigns of the Purchaser and the Purchaser's Affiliates.

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

"Environmental Documents" has the meaning set forth in Section 23.1.

"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 sea., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seg., the Toxic Substances Control Act, 15 U.S.C. §2601 et seg., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seg., the Occupational Safety and Health Act, 29 U.S.C. § 651 et sea., 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 seg., and the common law, including, without limitation, trespass and nuisance.

"Final Plans" means the final construction plans and specifications prepared by the Architect, as submitted to the Department of Buildings 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.

"Final NFR Letter" has the meaning set forth in Section 23.1.

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"Hazardous Substances" has the meaning set forth in Section 23.1.

"IEPA" means the Illinois Environmental Protection Agency.

"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 the Purchaser from Lenders, available to pay for the costs of the Project (or any portion thereof).

"Losses" means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, actions, suits, 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, costs of investigation, and court costs).

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

"Phase I ESA" is defined in Section 23.3(a).

"Phase II ESA" is defined in Section 23.3(a).

"RAP Approval Letter" is defined in Section 23.3(a).

"Remediation Work" has the meaning set forth in Section 23.1.

"SRP" has the meaning set forth in Section 23.1.

"SRP Documents" has the meaning set forth in Section 23.1.

"TACO" has the meaning set forth in Section 23.1

"Title Company" means Greater Illinois Title Company.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Purchaser as the named insured with respect to the Property.

SECTION 3. PURCHASE PRICE.

The City hereby agrees to sell, and the Purchaser hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the sum of \$127,000 ("Purchase Price"), to be paid to the City at the closing of this transaction by certified or

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cashier's check of immediately available funds. Except as specifically provided herein to the contrary, the Purchaser shall pay all escrow fees and other title insurance fees and closing costs.

SECTION 4. EARNEST MONEY AND ENVIRONMENTAL PERFORMANCE DEPOSIT.

1 Earnest Money. The Purchaser has deposited with the City a good faith deposit in the amount of \$12,700 (the "Earnest Money"), which amount shall be applied to the Purchase Price at Closing. The City shall pay no interest on the Earnest Money.

2 Environmental Performance Deposit. In the event that the results of Purchaser's environmental due diligence in Section 23.3 require the Purchaser to perform the environmental remediation set forth in

Section 23.4, the City, in its discretion, may require that the Purchaser deposit with the City an amount equaling 5% of the Budget (as defined in Section 9) as security for the performance of the Purchaser's obligations under said Section 23.4 (the "Environmental Performance Deposit"). If required, the Purchaser shall pay the Environmental Performance Deposit at or prior to the Closing and shall pay by certified or cashier's check of immediately available funds. The City shall retain the Environmental Performance Deposit until the City issues a Certificate of Completion (as defined in Section 14). The City shall pay no interest on the Environmental Performance Deposit. After the City's issuance of the Certificate of Completion, the Purchaser shall submit a written request for a return of the Environmental Performance Deposit, and the City shall return the Performance Deposit within ninety (90) days of receiving such written request.

SECTION 5. CLOSING.

The closing of this transaction (the "Closing") shall take place at the downtown offices of the Title Company within thirty (30) days after the Purchaser has satisfied all conditions precedent set forth in Section 10 hereof, unless DPD, in its sole discretion, waives such conditions (the "Closing Date"); provided, however, in no event shall the closing occur any later than six (6) months after the publication date of the Project Ordinance (the "Outside Closing Date"), unless the Commissioner of DPD, in his sole discretion, extends such Outside Closing Date by up to twelve (12) months. On or before the Closing Date, the City shall deliver to the Title Company the Deed (as defined in Section 6.1), all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

SECTION 6. CONVEYANCE OF TITLE.

6.1 Form of City Deed. The City shall convey the Property to the Purchaser by quitclaim deed ("Deed"), subject to the terms of those on-going covenants set forth in Section 19 below 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;

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- e) such other title defects as may exist; and
- f) any and all exceptions caused by the acts of the Purchaser or its Agents.

6.2 Recording. The Purchaser shall pay to record the Deed and any other documents incident to the conveyance of the Property to the Purchaser. Upon recording, the Purchaser shall immediately transmit to the City a copy of the Deed showing the date and recording number.

SECTION 7. TITLE AND SURVEY.

1 Title Commitment and Insurance. Not less than thirty (30) days before the closing, the Purchaser shall obtain a commitment for an owner's policy of title insurance for the Property, issued by the Title Company (the "Title Commitment"). The Purchaser shall be solely responsible for and shall pay all costs

associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining any Title Policy and any endorsements it deems necessary.

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 Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall ask Cook 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 same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, the Purchaser shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City, in which event the City shall retain the Earnest Money, this Agreement shall be null and void, and except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Purchaser elects not to terminate this Agreement as aforesaid, the Purchaser shall be deemed to have accepted title subject to all exceptions. Notwithstanding the foregoing, the City acknowledges that it shall be responsible for the unpaid general real estate taxes for the Property for tax years 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013 and 2014 (collectively, the "Open Taxes"), which Open Taxes shall be paid out of the Purchase Price at Closing. The City further acknowledges that it shall be responsible for the portion of the escrow fees that relate to said payment.

3 Survey. The Purchaser shall be solely responsible for and shall pay all costs associated with obtaining any survey of the Property it deems necessary.

SECTION 8. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Purchaser shall apply for all necessary building permits and other required permits and approvals ("Governmental Approvals") for the Project within two (2) weeks after passage and approval of the Project Ordinance, unless DPD, in its sole discretion, extends such application date, and shall pursue such Governmental Approvals in good faith and with all due diligence.

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SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.

The Purchaser has furnished to DPD, and DPD has approved, a preliminary project budget showing total costs for the construction of the Project in the amount of approximately \$. The Purchaser hereby certifies to the City that the preliminary project budget is true, correct and complete in all material respects. Not less than fourteen (14) days prior to the Closing Date, the Purchaser shall submit to DPD for approval a final project budget ("Budget") and proof reasonably acceptable to the City that the Purchaser has equity and Lender Financing in amounts adequate to complete the Project and satisfy its obligations under this Agreement ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Purchaser's- Lenders, if any, and evidence of the Purchaser's ability to make an equity contribution in the amount of any gap in financing.

SECTION 10. CONDITIONS PRECEDENT TO CLOSING.

The obligation of the City to convey the Property to the Purchaser is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least fourteen (14) days prior to the Closing Date, unless another time period is specified below:

1 Budget. The Purchaser has submitted to DPD, and DPD has approved, the Budget in accordance with the provisions of Section 9 hereof.

2 Proof of Financing; Loan Closing. The Purchaser has submitted to DPD, and DPD has approved, the Proof of Financing for the Project in accordance with the provisions of Section 9 hereof. On or prior to the Closing Date, the Purchaser shall close all Lender Financing, and be in a position to immediately commence construction of the Project.

3 Plans and Specifications. The Purchaser has submitted to DPD, and DPD has approved, the Final Plans for the Project in accordance with the provisions of Section 11.1 hereof.

4 Governmental Approvals. The Purchaser has received all Governmental Approvals necessary to construct the Project and has submitted evidence thereof to DPD.

5 Survey. The Purchaser has furnished the City with copies of any surveys prepared for the Property.

6 Organization and Authority Documents. The Purchaser has submitted to the Corporation Counsel its articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State, and a copy of its operating agreement, as certified by the manager of the company. The Purchaser has submitted to the Corporation Counsel resolutions authorizing it to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the closing; and such other corporate authority and organizational documents as the City may reasonably request.

7 Economic Disclosure Statement. The Purchaser has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Closing Date.

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8 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Purchaser in Section 24 and elsewhere in this Agreement shall be true and correct.

9 Environmental Submissions. The Purchaser shall have delivered to the City's Department of Fleet and Facility Management ("2FM") and 2FM shall have approved: (i) the Phase I ESA dated within 180 days of the Closing Date for the Property, a Phase II ESA (if applicable) and a RAP Approval Letter (if applicable).

10 Other Obligations. On the Closing Date, the Purchaser shall have performed all of the other obligations required to be performed by the Purchaser 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 the Purchaser, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void, the City shall retain the Earnest Money 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 Purchaser 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.

SECTION 11. CONSTRUCTION REQUIREMENTS.

1 Plans and Permits. The Purchaser shall construct the Project on the Property in accordance with the drawings and specifications prepared by the Architect, and attached hereto as Exhibit B ("Preliminary Drawings") and the Final Plans. No material deviation from the Preliminary Drawings may be made without the prior written approval of DPD. The Preliminary Drawings and the Final Plans shall at all times conform to the Redevelopment Plan and all applicable Laws. If the Purchaser submits and DPD approves revised drawings and specifications after the Effective Date, the term "Preliminary Drawings" as used herein shall refer to the revised drawing and specifications upon DPD's written approval of the same. The Purchaser shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for the Project.

2 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 City's Department of Buildings 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 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.

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The Purchaser shall commence construction of the Project within one year of the Closing Date (the date of such commencement, the "Project Commencement Date"), and shall complete the Project (as evidenced by the issuance of the Certificate of Completion) no later than the second anniversary of the Project Commencement Date; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates. The Purchaser shall give written notice to the City within five (5) days after it commences construction. The Purchaser shall construct the Project in accordance with the Final Plans and all Laws and covenants and restrictions of record.

SECTION 14. CERTIFICATE OF COMPLETION.

Upon the completion of the Project, the Purchaser shall request from the City a certificate of completion (the "Certificate of Completion"). The City will not issue the Certificate of Completion until (a) the Project has been fully constructed according to the Final Plans and has received a Certificate of Occupancy or other evidence acceptable to DPD that the Project is in compliance with all applicable building permit requirements; (b) to the extent required under Section 23.4, the City has either approved a Final NFR Letter for the Property or the soil removal from the Property; and (c) there exists neither an Event of Default (after any applicable cure period) which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default. Within forty-five (45) days thereof, the City shall provide the Purchaser with either the Certificate of Completion or a written statement indicating in adequate detail how the Purchaser has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of DPD, for the Purchaser to take or perform in order to obtain the Certificate of Completion. If DPD requires additional measures or acts to assure compliance, the Purchaser shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording,

constitute a conclusive determination of satisfaction and termination of certain of the covenants in the Deed (but excluding those on-going covenants as referenced in Section 19) with respect to the Purchaser's obligations to construct the Project.

SECTION 15. RESTRICTIONS ON USE.

The Purchaser, for itself and its successors and assigns, agrees as follows:

1 The Purchaser 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.

2 The Purchaser shall use the Property in compliance with the Redevelopment Plan.

3 The Purchaser shall construct the Project in accordance with this Agreement, the Final Plans, and all Laws and covenants and restrictions of record.

The Purchaser, for itself and its successors and assigns, acknowledges and agrees 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 City's public policies.

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SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

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

SECTION 17. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

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

SECTION 18. 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 19. If any such mortgagee or its Affiliate succeeds to the Purchaser's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 19.

SECTION 19. 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 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), Section 23.6 (Release for Environmental Conditions), and, if applicable, Section 23.4 (Environmental Remediation) 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 the Purchaser and its successors and assigns (subject to the limitation set forth in Section 18 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,

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releases and other terms and provisions shall terminate as follows: Sections 13, 15.3, 16 and 17 and, if applicable, 23.4 upon the issuance of the Certificate of Completion; Section 15.2 upon the expiration of the Redevelopment Plan; and Sections 15.1 and 23.6 with no limitation as to time.

SECTION 20. PERFORMANCE AND BREACH.

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

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

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

b) the failure of the Purchaser to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Purchaser under any other agreement with any person or entity if such failure may have a material adverse effect on the Purchaser's business, property, assets, operations or condition, financial or otherwise;

c) the making or furnishing by the Purchaser 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;

d) 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;

e) the commencement of any proceedings in bankruptcy by or against the Purchaser or for the liquidation or reorganization of the Purchaser, or alleging that the Purchaser is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Purchaser's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Purchaser; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

f) the appointment of a receiver or trustee for the Purchaser, for any substantial part of the Purchaser's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Purchaser; 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;

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g) the entry of any judgment or order against the Purchaser 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;

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

(i) the dissolution of the Purchaser;

(j) the occurrence of a material and adverse change in the Purchaser's financial condition or operations; and

3 **Cure.** If the Purchaser defaults in the performance of its obligations under this Agreement, the Purchaser 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 the Purchaser promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary:

a) there shall be no notice requirement with respect to Events of Default described in Section 5 (with respect to Outside Closing Date); and

b) there shall be no notice requirement or cure period with respect to Events of Default described in Section 13 (Commencement and Completion of Project), Section 16 (Prohibition Against Transfer of Property) and Section 17 (Limitation Upon Encumbrance of Property).

4 **Prior to Closing.** If an Event of Default occurs prior to the closing, and the default is not cured in the time period provided for in Section 20.3 above, the City may terminate this Agreement, retain the Earnest Money and institute any action or proceeding at law or in equity against the

Purchaser.

5 **At or After Closing.** If an Event of Default occurs at or after the closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 20.3 above, the City may terminate this Agreement, retain the Environmental Performance Deposit and exercise any and all remedies available to it at law or in equity.

SECTION 21. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

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

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SECTION 22. INDEMNIFICATION.

The Purchaser agrees to indemnify, defend and hold the City harmless from and against any Losses suffered or incurred by the City arising from or in connection with: (a) the failure of the Purchaser to perform its obligations under this Agreement; (b) the failure of the Purchaser or any Agent to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Purchaser or any Agent in connection with this Agreement; (d) the failure of the Purchaser to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Purchaser or any Agent on the Property prior to or after the closing. This indemnification shall survive the closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 23. ENVIRONMENTAL MATTERS.

23.1 Definitions. For purposes of this Agreement the following terms shall have the following meanings:

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

"Final NFR Letter" means a final comprehensive residential "No Further Remediation" letter issued by the IEPA approving the use of the Property for the construction, development and operation of the Project in accordance with the site plan approved by the City and the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The Final NFR Letter shall state that the Property meets TACO Tier 1 remediation objectives for residential properties and the construction worker exposure route as set forth in 35 Ill. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"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.

"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 in accordance with the terms and conditions of the RAP Approval Letter for the Property issued by the IEPA, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"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.

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"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Property Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report and any and all related correspondence, data and other information prepared by either party pursuant to Section 23.

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

23.2 "As Is" Sale. THE CITY MAKES NO COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. THE PURCHASER ACKNOWLEDGES THAT IT HAS HAD ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY. THE PURCHASER AGREES TO ACCEPT THE PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING, WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THE CITY HAS NOT MADE AND DOES NOT MAKE ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, OR GIVE ANY INDEMNIFICATION OF ANY KIND TO THE PURCHASER, WITH RESPECT TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE VALUE OF THE PROPERTY, ITS COMPLIANCE WITH ANY STATUTE, ORDINANCE OR REGULATION, OR ITS HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER. THE PURCHASER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE PURCHASER AGREES THAT IT IS ITS SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM AT ITS EXPENSE ANY ENVIRONMENTAL REMEDIATION WORK AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

23.3. Environmental Due Diligence.

(a) Prior to Closing, the Purchaser shall perform a Phase I Environmental Site Assessment of

the Property compliant with ASTM E 1527-13 standards ("Phase I ESA"). 2FM shall have the right to review and approve the sufficiency of the Phase I ESA for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on the Property. Upon 2FM's request, the Purchaser shall perform additional studies and tests, including, without limitation, updating or expanding the Phase I ESA and performing an initial Phase II Environmental Site Assessment ("Phase II ESA"). In the event that the Phase I ESA for the Property identifies any Recognized Environmental Condition(s) ("REC(s)"). the Purchaser shall

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perform a Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs. The City shall have the right to review and approve the scope of work prior to the Phase II ESA being conducted. Upon 2FM's request, the Purchaser shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on the Property, including, without limitation, additional Phase II ESA testing. The Purchaser 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. 2FM shall have the right to review and approve the sufficiency of the Phase I ESA and the Phase II ESA. The Phase II ESA, if required, must be approved by the City. If contamination is above residential remediation objectives as determined by 35 III. Adm. Code Part 742, then the Purchaser shall enroll the Property (or any portion thereof) in the SRP and thereafter take all necessary and property steps to obtain written approval from the IEPA of a Remedial Action Plan ("RAP Approval Letter"), unless the City in its discretion determines that it is not necessary to enroll the Property in the SRP. The Purchaser acknowledges and agrees that the Closing will not occur, and it may not commence construction, until the IEPA issues, and 2FM approves, the RAP Approval Letter for the Property. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Purchaser's estimate of the cost to perform the Remediation Work. The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property.

(b) The City shall grant the Purchaser the right, at its sole cost and expense, to enter the Property to perform the Phase I ESA, the Phase II ESA 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 Property. The obligation of the Purchaser to purchase the Property is conditioned upon the Purchaser being satisfied with the condition of the Property for the construction, development and operation of the Project. If the Purchaser determines that it is not satisfied, in its sole and absolute discretion, with the condition of the Property, it may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon this Agreement shall be null and void, the City shall retain the Earnest Money and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. If the Purchaser elects not to terminate this Agreement pursuant to this Section 23.3. the Purchaser shall be deemed satisfied with the condition of the Property. Purchaser shall enter the Property pursuant to the City's customary right-of-entry agreement ("ROE"). The City reserves the right to reject any and all environmental site assessment reports, including but not limited to the Phase I ESA and Phase II ESA, submitted to the City and conducted on the Property without a fully-executed ROE.

23.4 Environmental Remediation.

(a) Upon receipt of the RAP Approval Letter for the Property, the Purchaser covenants and

agrees to complete all Remediation Work necessary to obtain a Final NFR Letter using all reasonable means. The Purchaser 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. The Purchaser shall bear sole responsibility for all aspects of the Remediation Work including, but not limited to, the removal of pre-existing building

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foundations, soil exceeding residential remediation objectives as determined by 35 III. Adm. Code Part 742, demolition debris, and the removal or treatment of Hazardous Substances. In addition, the Purchaser shall remove and close any identified underground storage tanks ("USTs") in accordance with applicable regulations, including 41 III. Adm. Code Part 175, and shall properly address any identified leaking USTs in accordance with 35 III. Adm. Code Part 734. The Purchaser shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Purchaser acknowledges and agrees that the City will not issue a Certificate of Completion or a Certificate of Occupancy for the Property until the IEPA has issued, the City has approved, and the Purchaser has recorded with the Office of the Recorder of Deeds of Cook County, a Final NFR Letter for the Property, which approval shall not be unreasonably withheld. The Purchaser must abide by the terms and conditions of the Final NFR letter. If the Purchaser fails to obtain the Final NFR Letter within six (6) months of submission of the Remedial Action Completion Report to the IEPA, then the City shall have the right to record a notice of default of this PSA against the Property.

(b) If the City determines the SRP is not required then, at a minimum, any soil or soil gas not meeting the requirements of 35 III. Adm. Code Section 742.305 must be removed. The Purchaser acknowledges and agrees that the City will not issue a Certificate of Completion or a Certificate of Occupancy for the Property unless and until the Purchaser has provided to 2FM acceptable evidence of such removal.

23.5 Release and Indemnification. The Purchaser, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Purchaser Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all Losses which the Purchaser 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 Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) 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; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) 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"); provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the gross

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negligence or willful misconduct of the City following the Closing Date. Furthermore, the Purchaser shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Purchaser 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 gross negligence or willful misconduct following the Closing Date. The Purchaser Parties waive their rights of contribution and subrogation against the Indemnified Parties.

6 Release Runs with the Property. The covenant of release in Section 23.5 above shall run with the Property, and shall be binding upon all successors and assigns of the Purchaser with respect to the Property, 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 Property under or through the Purchaser following the date of the Deed. The Purchaser 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 Property to the Purchaser. It is expressly agreed and understood by and between the Purchaser and the City that, should any future obligation of the Purchaser or Purchaser Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the Purchaser and any of the Purchaser Parties shall not assert that those obligations must be satisfied in whole or in part by the City, because Section 23.5 contains a full, complete and final release of all such claims, except as provided in such section for the City's gross negligence or willful misconduct following the Closing Date.

7 Survival. This Section 23 shall survive the Closing Date or any termination of this Agreement (regardless of the reason for such termination).

8 City Not Liable or Bound. Purchaser acknowledges that City is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Property made or furnished by any real estate agent, broker, employee, or other person representing or purporting to represent the City, including, without limitation, with respect to the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

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

(a) The Purchaser is a limited liability company 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, and the person signing this Agreement on behalf of the Purchaser has the authority to do so.

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

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

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

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

f) The Purchaser has and shall maintain all Governmental Approvals (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.

g) The Purchaser is not in default with respect to any indenture, loan agreement, mortgage, note or any other agreement or instrument related to the borrowing of money to which the Purchaser is a party or by which the Purchaser is bound.

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.

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

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 be in effect throughout the term of the Agreement.

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) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

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City of Chicago

Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602

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

Joudeh Investments, LLC 225 N. Columbus Drive #7507 Chicago, Illinois 60601 Attn: Majdy Joudeh

Nawal Abueid Daoud Attorney at Law 5730 W. 95th Street Oak Lawn, Illinois 60453

Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) 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 26 shall constitute delivery.

SECTION 26. BUSINESS RELATIONSHIPS.

The Purchaser 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. The Purchaser hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 27. PATRIOT ACT CERTIFICATION.

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The Purchaser represents and warrants that neither the Purchaser nor any Affiliate thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

SECTION 28. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

1 The Purchaser agrees that the Purchaser, any person or entity who directly or indirectly has an ownership or beneficial interest in the Purchaser of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Purchaser's contractors (i.e., any person or entity in direct contractual privity with the Purchaser 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 (the Purchaser and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by the Purchaser, (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 The Purchaser represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Purchaser, or the date the Purchaser 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 The Purchaser agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

4 The Purchaser 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, the Purchaser agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 28 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.

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6 If the Purchaser 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 the Purchaser 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:

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

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

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

A) joint ownership of a motor vehicle;

B) joint credit account;

C) a joint checking account;

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

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

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

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SECTION 29. INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, Purchaser 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. The Purchaser understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

SECTION 30. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code, Purchaser 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, Purchaser's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of DPD. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity: This section does not limit the Purchaser's, general contractor's and its subcontractors' duty 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 the Purchaser's eligibility for future contract awards.

SECTION 32. 2014 CITY HIRING PLAN

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.

2 The Purchaser is aware that City policy prohibits City employees from directing any individual to apply for a position with the Purchaser, either as an employee or as a subcontractor, and from directing the Purchaser to hire an individual as an employee or as a subcontractor. Accordingly, the Purchaser must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Purchaser under this Agreement are employees or subcontractors of the Purchaser, 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 the Purchaser.

3 The Purchaser will not condition, base, or knowingly prejudice or affect any term or aspect to 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

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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.

31.4 In the event of any communication to the Purchaser by a City employee or City official in violation of Section 31.2 above, or advocating a violation of Section 31.3 above, the Purchaser will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City department utilizing services provided under this Agreement. The Purchaser will also cooperate with any inquiries by the OIG.

SECTION 32. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by Purchaser 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 the Agreement and the transactions contemplated thereby. Purchaser shall at all times comply with Section 2-154-020 of the Municipal Code.

SECTION 33. 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.

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 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.

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

6 Force Majeure. Neither the City nor the Purchaser shall be considered in breach 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,

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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.

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

8 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.

9 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.

10 No Waiver. No waiver by the City with respect to any specific default by the Purchaser shall be

deemed to be a waiver of the rights of the City with respect to any other defaults of the Purchaser, nor shall any forbearance by the City to seek a remedy for any breach or 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.

11 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.

12 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.

13 Brokerage Commissions. City and Purchaser represent and warrant to each other that, other than Cushman & Wakefield, U.S., Inc., a Missouri corporation ("Cushman"), there are no real estate or brokerage or like commissions that are or may be due in connection with this transaction. The fees of Cushman shall be paid by the City pursuant to a separate agreement. Each party shall indemnify, defend (with legal counsel reasonably acceptable to the other party) and hold harmless the other party for, from and against any claims by third parties made by or through the acts of such party, for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided herein, and all costs and expenses incurred by the other party in connection therewith including, but not limited to, reasonable attorneys' fees.

(Signature Page Follows)

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

CITY OF CHICAGO, an Illinois municipal corporation

By:

David L Reifman Commissioner
Department of Planning and Development

a(n)

By.

Name:

Its:

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of _____, a(n) _____, 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 s/he signed and delivered the foregoing instrument pursuant to authority given by said _____, as her/his free and voluntary act and as the free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 20 _____.

NOTARY PUBLIC

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY (Subject to
Title Commitment and Survey)

LOTS 3 AND 4 IN THE SUBDIVISION OF SUB-LOTS 1, 2, 3 AND 4 OF MCKAY'S SUBDIVISION OF LOTS 2 AND 3, TOGETHER WITH THAT PART THEREOF OF ORIGINAL LOT 4 LYING SOUTH OF THE SOUTH LINE OF ADAMS STREET IN BLOCK 10 IN ROCKWELL'S ADDITION TO CHICAGO IN SECTION 18, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2341-2343 W. Adams Street
Chicago, Illinois

Property Index Numbers: 17-18-113-012-0000
17-18-113-013-0000

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EXHIBIT B PRELIMINARY DRAWINGS (TO COME)

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

SECTION I GENERAL INFORMATION

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

^AvKue^mnk L2JL

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

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

2. the contract, transaction or other undertaking to which this EDS pertains (referred to below as the
2. "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal
2. name:

OR

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

B. Business address of the Disclosing Party:

C. Telephone:

-4

Fax:

Email: Sc^ddT\ 1t\y?^0\$^' (<

D. Name of contact person: VxJUK-

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):

G. Which City agency or department is requesting this EDS?

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

Specification #

and Contract #

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SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing

- ☐ Person
- ☐ Publicly registered business corporation
- ☐ Privately held business corporation
- ☐ Sole proprietorship
- ☐ General partnership
- ☐ Limited partnership
- ☐ Trust

PS* Limited liability company
☐ Limited liability partnership
☐ Joint venture
☐ Not-for-profit corporation
(Is 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:

2. d \Uf\otS <file:///Uf/otS>.

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

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

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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
------	------------------	--------------------------------------

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.

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Name (indicate whether retained or anticipated)	Business Address (subcontractor, attorney, lobbyist, etc.)	Relationship to Disclosing Party	Fees (indicate whether paid or estimated.) NOTE:
---	--	----------------------------------	--

b'. & d?5c> fc.-k.

to be retained)

lobbyist, etc.)

"hourly rate" or "t.b.d." is

Is it acceptable response.

not acceptable response.

(Add sheets if necessary)

M n4a>4 £c JK*.

{ j 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?

[1 Yes f)\$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.

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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").

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

12. 1b 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").

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.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

[j is [7\$ 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

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.

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.

y

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

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

A. CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

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

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

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

☐ Yes

☐ No

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

☒ Yes

☐ No

☐ Reports not required

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

☐ Yes

☐ No

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

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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>>, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

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

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

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter

1 -23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information

provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

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CERTIFICATION

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

(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) .DCC^aWy ^iS",

at CoolC County, (fr i-i-■ (state).

Notary Public

Commission expires:

JEANNETTE ROBINSON Official
Seal

My Commission Expires May
11, 2020

**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.

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

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

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

☐ Yes

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?

☐ The Applicant is not publicly traded on any exchange.

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

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

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

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

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

☐ Yes

☐ No

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

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

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

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