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COPY

JOURNAL of the PROCEEDINGS of the CITY COUNCIL of the CITY of CHICAGO, ILLINOIS

Regular Meeting -- Wednesday, May 9, 2007

at 10:00 A.M.

(Council Chambers -- City Hall -- Chicago, Illinois)

OFFICIAL RECORD.

VOLUME I

RICHARD M. DALEY
Mayor

MIGUEL DEL VALLE
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, May 9, 2007

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Attendance At Meeting.

Present -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Carothers, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Stone.

Absent -- Aldermen Harris, Chandler, Carothers, Mitts, Schulter.

Call To Order.

On Wednesday, May 9, 2007 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Clerk called the roll of members and it was found that there were present at that time: Aldermen Flores, Haithcock, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Stone -- 43.

Quorum present.

Pledge Of Allegiance.

Alderman Allen led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

Invocation.

Reverend Tyrone Crider, Pastor of Mount Calvary Baptist Church opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- TRIBUTE TO LATE CHICAGO FIREFIGHTER WILLIAM F. GRANT.

The Honorable Richard M. Daley, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the life and memory of Firefighter William F. Grant.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed.*

The following is said proposed resolution:

WHEREAS, The members of this chamber learned with great sadness of the untimely death of Firefighter William F. Grant on March 23, 2007, at the age of forty-four; and

WHEREAS, William Grant, a highly decorated veteran of the Chicago Fire Department of more than twenty years, was tragically killed when the fire truck on which he was riding collided with a school bus; and

WHEREAS, Firefighter Grant was assigned to Truck Company 51 at the quarters of Engine Company 84 on West 59th Street; and

WHEREAS, "Billy" Grant, as he was known by his colleagues, was a beloved member of the Fire Department whose enthusiasm, ability and bravery earned him the friendship and respect of all who knew and worked with him; and

WHEREAS, On November 15, 2006, Mr. Grant and six of his colleagues were honored in City Council chambers with a resolution recognizing their heroism in rescuing a bedridden blind woman from a burning building; and

WHEREAS, His dedication to the Chicago Fire Department was surpassed only by his devotion to his family; and

WHEREAS, William F. Grant is survived by his loving wife, Sharon; and three young children, Daniel, Caroline and Kristin; and

WHEREAS, Firefighter William F. Grant is also survived by a brother, Kevin, who is assigned to Truck Company 50 at the quarters of Engine Company 129; his other brothers, John, Timothy and Thomas; his sisters, Rosemary, Gayle and Lisa; and his parents, Elizabeth and retired Firefighter John F. Grant; and

WHEREAS, The entire City joins Firefighter Grant's family and his many friends in mourning the loss of this heroic firefighter; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this ninth day of May, 2007, do hereby extend to the family of the late William F. Grant our deepest condolences and most heartfelt sympathy upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William F. Grant as a sign of our sympathy and good wishes.

On motion of Alderman Burke, seconded by Aldermen Balcer, Rugai and Troutman, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and offered the prayers of his own family and the condolences of the people of Chicago to the family of late Firefighter Billy Grant. Reflecting on the life and legacy of Firefighter Grant and his abiding commitment to his family, to his faith and to the people of Chicago, Mayor Daley observed that such commitment is shaped not only through personal integrity but is born of the guidance of a nurturing and loving family. A firefighter's firefighter, Billy Grant was dedicated to making the Chicago Fire Department the best in the nation and his selfless and enduring commitment to give back to the community was, Mayor Daley observed, a beacon for others in public service. The absence of Firefighter Grant will leave a void in many lives, Mayor Daley continued, for whether as a husband, father, brother, son, friend or what became his extended family -- the Chicago Fire Department, Firefighter Grant was loved and appreciated. Mayor Daley then left the Mayor's rostrum and strode to the Commissioner's gallery where he extended his personal condolences to the family of Firefighter Billy Grant and presented them with parchment copies of the memorial resolution.

Rules Suspended -- CHICAGO POLICE OFFICERS SEUNG H. CHO, MAX NAVIA, JR., JASON M. BALA AND DALLAS B. BURRIGHT HONORED FOR APPREHENSION OF VIOLENT OFFENDERS.

The Honorable Richard M. Daley, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning Officers Seung H. Cho, Max Navia, Jr., Jason M. Bala and Dallas B. Burright of the Chicago Police Department and their exemplary conduct during the events of March 10, 2007.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed.*

The following is said proposed resolution:

WHEREAS, On March 10, 2007, Officers from the Chicago Police Department's Targeted Response Unit (T.R.U.) were patrolling in the 5th District on the City's south side, which was experiencing a high rate of gang activity and violent crime; and

WHEREAS, Just before midnight, T.R.U. Police Officers Seung H. Cho (Star Number 4153), Max Navia, Jr. (Star Number 7390), Jason M. Bala (Star Number 9112) and Dallas B. Burright (Star Number 13962) were patrolling in tandem in two marked squad cars when they saw a driver fail to use his turn signal; and

WHEREAS, Officers Bala and Burright pulled behind the vehicle and turned on their emergency lights, but the driver failed to pull over. Keenly aware of the local gang activity, Officers Cho and Navia pulled alongside the vehicle to ensure the driver did not flee; and

WHEREAS, While trying to curb the vehicle, the officers saw the driver hide a handgun underneath his seat. The vehicle was finally pulled over and the officers carefully approached, ordered the driver and passengers out of the car, and then recovered the handgun, a loaded .22 caliber revolver; and

WHEREAS, After the officers had removed the car's passengers and secured them, they heard sounds coming from the trunk and they cautiously opened it to investigate. In the trunk was hiding a man armed with a loaded sawed-off shotgun; and

WHEREAS, The offender and his weapon were removed from the trunk, and both the driver and the man in the trunk were taken into custody and charged with felony weapons violations; and

WHEREAS, Thanks to these officers' alert observations and immediate response, and without a shot being fired, two dangerous men and their weapons were removed from the streets of Chicago, reducing the potential for gang violence in the community; and

WHEREAS, Officers Bala, Burright, Cho and Navia displayed the capability, courage, and quick thinking that exemplify members of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this ninth day of May, 2007, do hereby congratulate Police Officers Jason M. Bala, Dallas B. Burright, Seung H. Cho and Max Navia, Jr. of the Chicago Police Department on their courageous and effective police work; and

Be It Further Resolved, That suitable copies of this resolution be presented to Police Officers Jason M. Bala, Dallas B. Burright, Seung H. Cho and Max Navia, Jr., and placed on permanent record in their personnel files, as a token of our esteem and gratitude.

On motion of Alderman Burke, seconded by Alderman Beale, Pope, Rugai, Banks and Levar, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, extended congratulations and expressed appreciation to Targeted Response Unit Police Officers Jason M. Bala, Dallas B. Burright, Seung H. Cho and Max Navia, Jr. for their exceptional police work and quick-thinking which led to the apprehension of armed individuals and averted a threat to the community. Decrying the scourge of guns and violence which besets many neighborhoods, Mayor Daley lauded the officers for their bravery and professionalism and declared them representative of the men and women of the Police Department who on a daily basis have dedicated themselves to the service and protection of all Chicagoans. After calling the City Council's attention to the presence in the visitors' gallery of the family and friends of the honorees, Mayor Daley invited Police Officers Jason M. Bala, Dallas B. Burright, Seung H. Cho and Max Navia, Jr. to the Mayor's rostrum where he offered his personal thanks and presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- CONGRATULATIONS EXTENDED TO GURDON S. HUBBARD HIGH SCHOOL STUDENTS ON RECEIPT OF ATHLETIC SCHOLARSHIPS TO DIVISION I UNIVERSITIES.

The Honorable Richard M. Daley, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning the recipients, at Chicago's Gurdon S. Hubbard High School, of athletic scholarships to Division I universities across the country.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed resolution. The motion *Prevailed.*

The following is said proposed resolution:

WHEREAS, The Gurdon S. Hubbard High School football team, better known as the "Greyhounds", has had an impressive year both on and off the football field; and

WHEREAS, Located on Chicago's south side, Gurdon S. Hubbard High School is part of the Chicago Public School system; and

WHEREAS, Hubbard's mascot, the Greyhound, symbolizes the grace and determination required of the school's athletes in order to attain the standard of

excellence set for all Hubbard students, as well as the exceptional level of discipline needed for Hubbard students to fulfill their individual potential: to become productive, contributing members of society; and to achieve what Hubbard High School believes should be a primary goal for all of its students, namely, the pursuit of a post-secondary education; and

WHEREAS, This year's members of the Hubbard High School football team have met and surpassed all of the expectations set for them by the school's faculty and administration; and

WHEREAS, On November 19, 2006, after finishing their football season with a stellar record of eleven wins and four losses and qualifying for the state tournament, where Hubbard advanced to the quarterfinal round, the Hubbard High School football team returned to the league playoffs and won the Public League City Football Championship; and

WHEREAS, In addition to their success on the football field, the Hubbard High School varsity football team broke the Chicago Public School's record for the number of student athletes receiving Division I scholarships to attend college; and

WHEREAS, The Hubbard High School basketball team also distinguished itself this year by producing its own exceptional student athlete, who will attend a Division I university next year to play basketball; and

WHEREAS, All of Chicago is proud of Hubbard High School's football and basketball teams, and of the coaches, teachers and administrators at Hubbard High School, who made the 2006 -- 2007 athletic season and academic year a championship one for all Hubbard High School students; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this ninth day of May, 2007, do hereby congratulate the following Hubbard High School students for their athletic prowess and on their receipt of academic scholarships to Division I universities: Jordain Brown (Miami University-Ohio); Sean Cattouse (University of California-Berkeley); Justin Hickman (University of New Mexico); Robert Hughes (University of Notre Dame); Aaron Johnson (University of Alabama-Birmingham); Anthony Jones, Jr. (Jackson State University); Brandon Knight (Morgan State University); Keith Otis (Northern Illinois University); and Darius Purcell (University of Illinois); and

Be It Further Resolved, That suitable copies of this resolution be presented to Gurdon S. Hubbard High School and to each named member of the Gurdon S. Hubbard High School football and basketball teams as a token of our respect and of our wishes for a bright, prosperous future.

On motion of Alderman Burke, seconded by Aldermen Preckwinkle, Coleman, L. Thomas and E. Smith, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose and on behalf of the people of Chicago, extended congratulations to the student athletes from Gurdon S. Hubbard High School on receiving Division I Scholarship to attend universities across the United States. Mayor Daley also thanked Principal Andrew Manno, the coaches and parents for their guidance and support and noted that such success underscores the ongoing commitment of the Board of Education to ensure that all Chicago schoolchildren receive a quality education. Lauding the honorees for their superior performance and commitment to excellence on the playing field and in the classroom, Mayor Daley declared them the pride of Chicago and a new generation of future leaders. After calling the City Council's attention to the presence in the visitors' gallery of the family and friends of the honorees, Mayor Daley invited Jordain Brown, Sean Cattouse, Justin Hickman, Robert Huges, Aaron Johnson, Anthony Jones, Jr., Brandon Knight, Keith Otis and Darius Purcell, accompanied by Principal Andrew Manno, to the Mayor's rostrum where he conveyed his personal accolades and presented each with a parchment copy of the congratulatory resolution.

Placed On File -- APPOINTMENT OF MR. PETER Q. THOMPSON AS MEMBER OF ILLINOIS SPORTS FACILITIES AUTHORITY BOARD.

The Honorable Richard M. Daley, Mayor, submitted the following communication, which was *Placed on File:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Peter Q. Thompson as a member of the Illinois Sports Facilities Authority Board to a term effective immediately and expiring July 1, 2009, to succeed Stephanie D. Neely, who has resigned.

I submit this communication for your information.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. DENNIS M. FLEMING AS MEMBER OF LICENSE APPEAL COMMISSION.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on License and Consumer Protection:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I have appointed Dennis M. Fleming as a member

of the License Appeal Commission, to a term effective immediately and expiring May 23, 2011, to succeed Anthony J. Calabrese.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 2 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW CHAPTER 57 TO ESTABLISH OFFICE OF PROFESSIONAL STANDARDS AND MODIFICATION OF CHAPTER 87, SECTION 030 TO FURTHER REGULATE POLICE BOARD POWERS AND DUTIES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith, together with Alderman Carothers, and ordinance adding a new Chapter 2-57 to the Municipal Code establishing the Office of Professional Standards.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 2, CHAPTER 92 OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATION OF PUBLIC ART PROGRAM.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Special Events and Cultural Affairs:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Cultural Affairs, I transmit herewith an ordinance amending Chapter 2-92 of the Municipal Code regarding the Percent for Art program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF CHICAGO O'HARE INTERNATIONAL AIRPORT PASSENGER FACILITY CHARGE REVENUE BONDS AND GENERAL AIRPORT THIRD LIEN REVENUE BONDS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the City Comptroller, the Commissioner of Aviation and the Executive Director of O'Hare Modernization, I transmit herewith an ordinance authorizing the issuance of bonds and commercial paper for O' Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS (DREXEL PRESERVATION PROJECT), SERIES 2007 (F.H.A. INSURED/G.N.M.A.) TO ASSIST DREXEL & LPE, L.P. WITH ACQUISITION, REHABILITATION AND CONSTRUCTION OF MULTI-FAMILY HOUSING PROJECTS.

The Honorable Richard M. Daley, Mayor, submitted the following communication

which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a bond issuance for Drexel Preservation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SELECTION OF WEST HUMBOLDT PARK HOMES, L.L.C. AS PROJECT DEVELOPER, AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AND EXECUTION OF REDEVELOPMENT AGREEMENT FOR CONSTRUCTION OF SINGLE-FAMILY HOMES UNDER NEW HOMES FOR CHICAGO PROGRAM.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a sale of city-owned property to West Humboldt Park, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF RS HOMES II L.L.C., 1255 W. ROOSEVELT L.L.C., 1355 W. ROOSEVELT L.L.C. AND ROOSEVELT SQUARE II LIMITED PARTNERSHIP AS PROJECT DEVELOPERS, AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT, CONVEYANCE OF CITY-OWNED PROPERTIES AND WAIVER OF PERMIT FEES FOR CONSTRUCTION OF AFFORDABLE HOUSING WITHIN ROOSEVELT /RACINE TAX IN-CREMENT RE-DEVELOPMENT PROJECT AREA.

The Honorable Richard M. Daley, Mayor, submitted the following communication

which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finances :*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

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 an ordinance authorizing the execution of a redevelopment agreement with RS Homes II and 1255 W. Roosevelt.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF YEAR 2007 INDIVIDUAL INFRASTRUCTURE PROJECT AGREEMENTS WITH VARIOUS GOVERNMENTAL, PUBLIC AND NONPROFIT AGENCIES AND APPROPRIATION OF FUNDS RELATED THERETO.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of 2007 infrastructure project agreements and an associated appropriation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED EXECUTION OF REDEVELOPMENT AGREEMENT WITH MOO & OINK, L.L.C. BY TERMINATION OF CERTAIN CITY RESTRICTIONS ON PROPERTY WITHIN MADISON AUSTIN TAX INCREMENT FINANCING DISTRICT.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

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 an ordinance authorizing an amendment to a previously executed redevelopment agreement with Moo & Oink, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT WITH WILSON YARD DEVELOPMENT I, L.L.C.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

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 an ordinance autho rizing the execution of a redevelopment agreement with Wilson Yard Development I, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS AND NOTES TO WILSON YARD SENIOR APARTMENTS AND EXECUTION OF LOAN AGREEMENT FOR BENEFIT OF WILSON YARD SENIOR HOUSING L.P.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance amending a previously passed multi-family mortgage revenue bond ordinance for Wilson Yard Senior Housing, L.P.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE AND REDEVELOPMENT OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

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.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REPEAL OF PRIOR ORDINANCE WHICH AUTHORIZED SALE OF CITY-OWNED PROPERTY AT 2462 -- 2470, 2472 -- 2480 EAST 75th STREET AND 7450 -- 7458 SOUTH KINGSTON AVENUE.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

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 an ordinance authorizing a repeal of a previously authorized sale of property located at 2472 -- 2480 East 75th Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY IN 4800 BLOCK OF SOUTH ROCKWELL STREET ON BEHALF OF CHICAGO BOARD OF EDUCATION FOR CONSTRUCTION OF PUBLIC ELEMENTARY SCHOOL.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Public Building Commission, I transmit herewith an ordinance authorizing an acquisition of property in the 4800 block of South Rockwell Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENTS AT 3548 WEST IRVING PARK ROAD AND 5700 SOUTH LAFAYETTE AVENUE.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith ordinances authorizing the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH UNITED STATES PARK SERVICE FOR TRANSFER OF CHICAGO HARBOR LIGHTHOUSE TO CITY OF CHICAGO.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

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 an ordinance authorizing the execution of an intergovernmental agreement with the United States Park Service.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF DONATION AGREEMENT WITH METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY CONCERNING RECEIPT OF CRIME PREVENTION TECHNOLOGY VEHICLE FOR USE BY CHICAGO POLICE DEPARTMENT.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinances authorizing the execution of a vehicle agreement with Metropolitan Property and Casualty.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF RIGHT-OF-ENTRY AGREEMENT WITH CHICAGO PARK DISTRICT FOR OPERATION OF YEAR 2007 RIVERWALK CONCESSIONS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Transportation and Public Way:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 9, 2007.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Chicago Park District regarding 2007 riverwalk concessions.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

City Council Informed As To Miscellaneous Documents Filed In City Clerk's Office.

The Honorable Miguel del Valle, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

Placed On File -- NOTIFICATION AS TO DESIGNATION OF MR. JEREMY FINE AS PROXY TO AFFIX SIGNATURE OF CITY COMPTROLLER TO DOCUMENTS, AGREEMENTS OR WRITTEN INSTRUMENTS WITH RESPECT TO CITY OF CHICAGO GENERAL OBLIGATION BONDS, PROJECT AND REFUNDING SERIES 2007.

A communication from Mr. Steven J. Lux, City Comptroller, under the date of April 27, 2007, designating Mr. Jeremy Fine as his proxy to affix signature of City Comptroller to any document, agreement or other written instruments required to be signed by the City Comptroller with respect to City of Chicago General Obligation Bonds, Project and Refunding Series 2007, which was *Placed on File.*

Placed On File -- NOTIFICATION OF SALE AND DESIGNATION OF INTEREST RATES FOR CITY OF CHICAGO COLLATERALIZED SINGLE-FAMILY MORTGAGE REVENUE BONDS, SERIES 2007E AND 2007F.

A communication from Mr. Steven J. Lux, City Comptroller, under the date of April 18, 2007, transmitting the Notification of Sale and Designation of Interest Rates, together with the Trust Indenture, the Bond Purchase Agreement and the Official Statement for the sale of City of Chicago Collateralized Single-Family Mortgage Revenue Bonds, Series 2007E and 2007F, which was *Placed on File.*

Placed On File -- REDEVELOPMENT PLAN AND PROJECT FOR PROPOSED AUSTIN COMMERCIAL TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

A communication from Ms. Iris Webb, Assistant Corporation Counsel, under the date of April 27, 2007, transmitting the Redevelopment Plan and Project for the proposed Austin Commercial Tax Increment Financing Redevelopment Project Area, which was *Placed on File.*

Placed On File -- REVISED REDEVELOPMENT PLAN FOR ELSTON/ ARMSTRONG INDUSTRIAL CORRIDOR TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

A communication from Mr. Charles E. Rodgers, Jr., Assistant Corporation Counsel, under the date of May 4, 2007, transmitting the Revised Redevelopment Plan for the Elston/Armstrong Industrial Corridor Tax Increment Financing Redevelopment Project Area, which was *Placed on File.*

Placed On File -- ELIGIBILITY STUDY AND REDEVELOPMENT PLAN AND PROJECT FOR PROPOSED 79TH/VINCENNES TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

A communication from Ms. M. Susan Lopez, Chief Assistant Corporation Counsel, under the date of April 25, 2007, transmitting the Eligibility Study and Redevelopment Plan and Project for the proposed 79th/Vincennes Tax Increment Financing Redevelopment Project Area, which was *Placed on File.*

Placed On File -- MEMORANDA OF AGREEMENTS WITH FEDERAL AVIATION ADMINISTRATION FOR INSTALLATION OF AUTOMATED SURVEILLANCE RADAR AND ESTABLISHMENT OF REMOTE TRANSMITTER/RECEIVER SITES AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

A communication from Ms. Jamie L. Rhee, General Counsel, O'Hare Modernization Program, under the date of April 11, 2007, transmitting Memoranda of Agreements for installation of automated surveillance radar Model 9 (ASR-9) and establishment of Remote Transmitter/Receiver Site P (RTR-P) and Site Q (RTR-Q) for north airport expansion at Chicago O'Hare International Airport, which was *Placed on File.*

Placed On File -- APPROVAL BY FEDERAL AVIATION ADMINISTRATION OF AMENDED APPLICATION CONCERNING PASSENGER FACILITY CHARGE PROGRAM AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

A communication from Mr. Michael Cosentino, Department of Aviation, under the date of April 20, 2007, transmitting approval by the Federal Aviation Administration of an amended application for the Passenger Facility Charge Program at Chicago O'Hare International Airport, which was *Placed on File.*

Placed On File -- TABULATED STATEMENT OF RETURNS AND PROCLAMATION OF RESULTS OF CANVAS OF ELECTION RETURNS FOR APRIL 17, 2007 SUPPLEMENTARY ALDERMANIC ELECTIONS.

A communication from the Board of Election Commissioners for the City of Chicago transmitting the tabulated statement of returns and proclamation of results of the canvas election returns for the supplementary Aldermanic Elections held in Wards 2, 3, 15, 16, 18, 21, 24, 32, 35, 43, 49 and 50 of the City of Chicago on April 17, 2007, which was *Placed on File.*

Placed On File -- INSPECTOR GENERAL'S QUARTERLY REPORT FOR PERIOD ENDING MARCH 31, 2007.

A communication from Mr. David H. Hoffman, Inspector General, under the date of April 16, 2007, filed in the Office of the City Clerk pursuant to Title 2, Chapter 56, Section 120, of the Municipal Code of Chicago, transmitting a quarterly report on the following investigations for the period of January 1, 2007 through March 31, 2007, which was *Placed on File.*

Investigation Initiated:	112
Investigations of Employees:	101
Investigations of Appointed Officials:	0
Investigations of Elected Officials:	0
Investigations of Contractors, Subcontractors and Persons Seeking City Contracts:	8
Investigations of Persons Seeking Certification of Eligibility:	3
Investigations Involving Alleged Misconduct:	112
Investigations Involving Waste or Inefficiency:	0
Investigations Concluded:	258
Investigations Pending:	485

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which

were passed by the City Council on April 11, 2007 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on May 8, 2007 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on April 11, 2007, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

PUBLICATION OF SPECIAL PAMPHLET.

Authorization For Issuance Of City Of Chicago General Obligation Bonds, Series 2007 And Associated Levy And Collection Of Direct Annual Tax.

The City Clerk informed the City Council that the ordinance authorizing the issuance of City of Chicago General Obligations Bonds, Series 2007 and associated levy and collection of direct annual tax, which was considered by the City Council on April 11, 2007, and which was requested to be published in pamphlet form on April 18, 2007 by being printed in full text in a special pamphlet.

Miscellaneous Communications, Reports, Et Cetera, Requiring Council Action (Transmitted To City Council By City Clerk).

The City Clerk transmitted communications, reports, et cetera, relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Applications (in duplicate) together with the proposed ordinances for amendment of Title 17 of the Municipal Code of Chicago (Chicago Zoning Ordinance) as amended,

for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Mr. Joseph Betancourt -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-H bounded by:

West Palmer Street; the north/south public alley next east of and parallel to the east drive of North Oakley Avenue; a line 96 feet south of and parallel to West Palmer Street; and east drive of North Oakley Avenue.

Buendia & Encinares, L.L.C., in care of Law Offices of Mr. Samuel V.P. Banks -- to classify as a B3-1 Community Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-O bounded by:

West Belmont Avenue; a line 35.44 feet west of and parallel to North Osceola Avenue; the alley next south of and parallel to West Belmont Avenue; and a line 66.44 feet west of and parallel to North Osceola Avenue.

Carroll Street Lofts, L.L.C. -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 1-I bounded by:

West Carroll Avenue; a line 140 feet east of North Whipple Street; the alley next south of West Carroll Avenue; and North Whipple Street.

Mr. Henry Fajardo -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-H bounded by:

a line 170.2 feet north of and parallel to West Huron Street; North Leavitt Street; the alley next north of and parallel to West Huron Street; and a line 95.84 feet west of and parallel to North Leavitt Street.

Mr. Benedict J. Fiorentino, in care of Law Offices of Mr. Samual V.P. Banks -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat,Townhouse and Multi-Unit District the area shown on Map Number 2-G bounded by:

a line 27.30 feet south of and parallel to West Vernon Park Place; South May Street; a line 47.30 feet south of and parallel to West Vernon Park Place; a line 92.50 feet west of and parallel to South May Street; a line 52.30 feet south of and parallel to West Vernon Park Place; and the alley next west of and parallel to South May Street.

Mr. Matthew Flamm, in care of Gordon & Pikarski -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 20-H bounded by:

West 85th Street; South Honore Street; the alley next south of West 85th Street; and a line 67.90 feet west of and parallel to South Honore Street.

FYM Properties L.L.C. -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 4-H bounded by:

a line 50 feet east and parallel to South Hoyne Avenue; West 21st Street; a line 100 feet east and parallel to South Hoyne Avenue; and the alley next south and parallel to West 21st Street.

Harbor Way, L.L.C. -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District and an M1-1 Limited Manufacturing Business Park District and further, to classify as Residential Planned Development Number _____ instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 14-M bounded by:

West 55th Street; a line 66 feet east of and parallel to the western boundary of the former Indiana Harbor Belt Railroad right-of-way (said western boundary line being herein referred to as the "Western Boundary Line"); the south line of West 59th Street extended east; the Western Boundary Line; the south line of the alley south of and parallel to West 58th Street extended east; the alley east of and parallel to South Massasoit Avenue; a line 154 feet south of and parallel to West 58th Street; the Western Boundary Line; a line 301.5 feet south of and parallel to West 56th Street; the alley east of and parallel to South Massasoit Avenue; a line 170 feet south of and parallel to West 56th Street; and the Western Boundary Line.

IAR Properties, Ltd., in care of Law Offices of Mr. Samuel V.P. Banks -- to classify as a C2-2 Motor Vehicle-Related Commercial District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 3-I bounded by:

the alley next south of and parallel to West Augusta Boulevard; a line 67.68 feet east of and parallel to North Kedzie Avenue; West Walton Street; West Grand Avenue; and North Kedzie Avenue.

Lakeside Bank Trust, as Trustee under Trust Number 102842 and 32nd & Stewart Development Corporation -- to classify as an RM4.5 Residential Multi-Unit District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 8-F bounded by:

a line 150 feet south of and parallel to West 32nd Street; South Shields Avenue; a line 147 feet north of and parallel to West 33rd Street; and South Stewart Avenue.

North Star Trust Company, as Trustee under Trust Number 10-1660 -- to classify as a C2-3 Motor Vehicle-Related Commercial District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 8-F bounded by:

a line 176.45 feet south of and parallel to West 31st Street; South Canal Street; a line 459.45 feet south of and parallel to West 31st Street; and the alley next west of and parallel to South Canal Street.

Mr. Michael Phillips, in care of Gordon & Pikarski -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 8-F bounded by:

a line 115.66 feet north of and parallel to West 33rd Street; the alley next east of South Emerald Avenue; a line 82.33 feet north of and parallel to West 33rd Street; and South Emerald Avenue.

Mr. Andrzej Pilecki, in care of Law Offices of Mr. Samuel V.P. Banks -- to classify as a B3-2 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 9-M bounded by:

the alley next north of and parallel to West Irving Park Road; a line 159.23 feet east of and parallel to North Meade Avenue; West Irving Park Road; and a line 107.23 feet east of and parallel to North Meade Avenue.

P.L. Developments L.L.C. -- to classify as an RM4.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-G bounded by:

a line 240 feet west of and parallel to North Greenview Avenue; the alley next north of and parallel to West Walton Street; a line 216 feet west of and parallel to North Greenview Avenue; and West Walton Street.

Mr. Bart Przyjemski, in care of Ms. Sylvia C. Michas, Law Offices of Mr. Samuel V.P. Banks -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 9-O bounded by:

West Irving Park Road; a line 157.16 feet east of North Ottawa Avenue; the alley next south of and parallel to West Irving Park Road; and North Ottawa Avenue.

Revoc Equities L.L.C., in care of Ms. Sylvia C. Michas, Law Offices of Mr. Samuel V.P. Banks -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 9-M bounded by:

West Irving Park Road; a line 50 feet east of and parallel to North Lawndale Avenue; the alley next south of and parallel to West Irving Park Road; and North Lawndale Avenue.

Mr. Jose Roldan, in care of Ms. Sylvia C. Michas, Law Offices of Mr. Samuel V.P. Banks -- to classify as a B3-3 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 5-M bounded by:

West Grand Avenue; a line 150.65 feet southeasterly of the intersection of West Grand Avenue and North Marmora Avenue (as measured from the southerly right-of-way line of West Grand Avenue and perpendicular thereto); the alley next southwest of and parallel to West Grand Avenue; and North Marmora Avenue.

Ronan Investors L.L.C. -- to classify as an RT4.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 15-N bounded by:

North Northwest Highway; a line 200 feet northwest of and parallel to North Nashotah Avenue; the public alley next northeast of and parallel to North Northwest Highway; and North Nashotah Avenue.

Royal Property Developers Inc., in care of Law Offices of Mr. Samuel V.P. Banks -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-J bounded by:

a line 151.03 feet south of and parallel to West Iowa Street; the alley next east of and parallel to North Lawndale Avenue; a line 201.03 feet south of and parallel to West Iowa Street; and North Lawndale Avenue.

Mr. Michael Tollefson, in care of Gordon & Pikarski -- to classify as a C1-2 Neighborhood Commercial District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 9-H bounded by:

the alley next north of West Belmont Avenue; a line 100 feet west of and parallel to North Oakley Avenue; West Belmont Avenue; and a line 150 feet west of and parallel to North Oakley Avenue.

Trio Properties Inc. -- to classify as a B2-2 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit District the area shown on Map Number 8-H bounded by:

35th Street; South Hermitage Avenue; the alley next south of and parallel to 35th Street; and a line 25.10 feet west of and parallel to South Hermitage Avenue.

Trust; American National Bank, in care of Marino & Assoc., PC -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number _____ bounded by:

_____

_____

_____

58 E. Oak, L.L.C. -- to classify as a DX-7 Downtown Mixed-Use District instead of a DX-5 Downtown Mixed-Use District and further, to classify as a Business Planned Development instead of a DX-7 Downtown Mixed-Use District the area shown on Map Number 3-E bounded by:

the centerline of the alley next north of East Oak Street; a line 309.28 feet west of and parallel to North Michigan Avenue; East Oak Street; and a line 492.61 feet west of and parallel to North Michigan Avenue.

1525 S. Wabash, L.L.C. -- to classify as Residential Planned Development Number _____ instead of a DX-5 Downtown Mixed-Use District the area shown on Map Number 4-E bounded by:

the alley next east of and parallel to South Wabash Avenue; a line 248.46 feet north of and parallel to East Cullerton Street; South Wabash Avenue; and East Cullerton Street.

2620 W. Van Buren GP -- to classify as an RM5 Residential Multi-Unit District instead of an M1-3 Limited Manufacturing/Business Park District the area shown on Map Number 2-I bounded by:

the public alley next north of and parallel to West Van Buren Street; a line 359.32 feet east of and parallel to South Washtenaw Avenue; West Van Buren Street; and a line 259.32 feet east of and parallel to South Washtenaw Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Claims against the City of Chicago, which were *Referred to the Committee on Finance*, filed by the following:

Aiello Elisa, American Family Insurance (2) Gale Carter and Paul S. Yoo, American Family Mutual Insurance Company and Patricia A. Tovo;

Baggett Charmaine A., Barksdale Bettie, Bauknecht Michael J., Bell Carolyn Y., Biesen Pamela L., Bohrer James M., Braden Everette A., Brandt Tom A., Brown Kimberly R., Bush Bernetta D.;

Cantorna Melanie K., Case Mary H., Chavez Lynn, Chojan Malgorzata, Chua Cheryl, Clark Albert F., Cohen Ilan, Cornish Karlos J., Czulno John J.;

DeAnda Valerie J.;

Erickson David N., Eshoo Shada, Esquivel Miguel A.;

Fleming Barbara A.;

Garcia Antonio V., GEICO Insurance and Diana Johnson, Gidwitz Ralph W., Golden Jeanette M., Gonzalez Briana D., Griffin Eular S., Gundersen Andrea;

Hammonds Frank J., Harris Charles E., Hawkins Rose M., Hernandez Rene, Hicks Christopher D., Hill Irene, House Christopher D., Howarth Raffelita, Hoyne Condominium Association;

Iantani Lisa A.;

James James W.;

Kercheval John W., Khan Mohammad W., Klaus Carl P., Komar Jadwiga B., Korovilas Vasileos A., Krupa Marta J.;

Lewis Sharon M.;

Mace Anthony, Madkins Maurice W., Maj Luke J., Mallory Antwon L., Marcinkowski Janusz M., Maynard Carolyn G., McKeever Marvin, McKelphin Antione;

Navas Faustina I. and Wendy P.;

O'Loughlin William P., Ortiz Julio, Owens Rex N.;

Patel Nirali P., Patikas Michael, Paul Chanita, Pearson Keenan C., Perez Walter D., Peterson Deborah M., Piemonte Gina A., Pinkston Alec P.,

Reese Barbara A., Richards Yolanda, Robinson Betty J., Robinson Monty L.;

Slusher Norman C., Stare Edward J., State Farm Insurance Company (3) Cassandra Davis-Reed, James and Geraldine Janda and Charles Southerland, Strus Tadeusz, Sudler Stewart Z., Sunje Mensur O., Sunshine Missionary Baptist Church, Szafranski Margaret M.;

Taylor Candace M., Thomas Felicia M., Todd Samantha, Torres Rafael;

Vagena Martin J.;

Watkins Demetria Y., Weitz Erik M., Welch Richard J., West James, Wickens Karen I., Willcox Jill L., Williams Edward L., Williamson James R.;

Xiyuan Geng;

Yates Sarah B., Yeung Joseph M.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 601 WEST HARRISON STREET.
(108 Square Feet)

A communication from Mr. Chuck Zenn, Olympic Signs Inc., transmitting a proposed order which would authorize the installation of a sign/signboard at

601 West Harrison Street (108 square feet), which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 601 WEST HARRISON STREET.
(120 Square Feet)

A communication from Mr. Chuck Zenn, Olympic Signs Inc., transmitting a proposed order which would authorize the installation of a sign/signboard at 601 West Harrison Street (120 square feet), which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 601 WEST HARRISON STREET.
(Facing East)

A communication from Mr. Chuck Zenn, Olympic Signs Inc., transmitting a proposed order which would authorize the installation of a sign/signboard at 601 West Harrison Street (facing east), which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 601 WEST HARRISON STREET.
(Facing East And West)

A communication from Mr. Chuck Zenn, Olympic Signs Inc., transmitting a proposed order which would authorize the installation of a sign/signboard at 601 West Harrison Street (facing east and west), which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 601 WEST HARRISON STREET.
(Facing North)

A communication from Mr. Chuck Zenn, Olympic Signs Inc., transmitting a proposed order which would authorize the installation of a sign/signboard at 601 West Harrison Street (facing north), which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 601 WEST HARRISON STREET.
(Facing North And South)

A communication from Mr. Chuck Zenn, Olympic Signs Inc., transmitting a proposed order which would authorize the installation of a sign/signboard at 601 West Harrison Street (facing north and south), which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 1200 NORTH ASHLAND AVENUE.

A communication from Mr. Joseph E. Dahir, Prime Media, Innovative Outdoor, transmitting a proposed order which would authorize the installation of a sign/signboard at 1200 North Ashland Avenue, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 3201 NORTH CLARK STREET.

A communication from Mr. Joseph E. Dahir, Prime Media, Innovative Outdoor,

transmitting a proposed order which would authorize the installation of a sign/signboard at 3201 North Clark Street, which was *Referred to the Committee on Buildings.*

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR APPROVAL OF PERMIT APPLICATION FOR DEMOLITION OF NONCONTRIBUTING BUILDING AT 6301 NORTH LOUISE AVENUE.

A communication from Mr. Brian Goeken, Deputy Commissioner, Department of Planning and Development, Landmarks Division, under the date of May 4, 2007, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed order, for approval of a permit application for the demolition of a noncontributing building in a historical landmark district at 6301 North Louise Avenue, which was *Referred to the Committee on Historical Landmark Preservation.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPOINTMENT OF MR. EDUARDO R. PRATS AS MEMBER OF CLARK STREET COMMISSION (SPECIAL SERVICE AREA NUMBER 24).

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an amended communication recommending the appointment of Eduardo R. Prats as a member of the Clark Street Commission (Special Service Area Number 24), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Eduardo R. Prats as a member of the Clark Street Commission (Special Service Area Number 24) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF MS. SUSAN M. CAMPBELL AS MEMBER OF 71ST STREET/STONY ISLAND COMMISSION (SPECIAL SERVICE AREA NUMBER 42).

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Susan M. Campbell as a member of the 71st Street/Stony Island Commission (Special Service Area Number 42), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Susan M. Campbell as a member of the 71st Street/Stony Island Commission (Special Service Area Number 42) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF MR. PAUL J. RATHOUZ AND MS. MARIANNE L. WALTHER AS MEMBERS OF 71ST STREET/STONY ISLAND COMMISSION (SPECIAL SERVICE AREA NUMBER 42).

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointments of Paul J. Rathouz and Marianne L. Walther as members of the 71st Street/Stony Island Commission (Special Service Area Number 42), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointments of Mr. Paul J. Rathouz and Ms. Marianne L. Walther as members of the 71st Street/Stony Island Commission (Special Service Area Number 42) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

AMENDMENT OF TITLES 2, 4 AND 10 OF MUNICIPAL CODE OF CHICAGO AND 2007 SPECIAL EVENTS PROGRAM ORDINANCE CONCERNING ADMINISTRATION OF MILLENNIUM PARK.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the amending of the Municipal Code of the City of Chicago concerning the administration of Millennium Park, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, As a way to create new parkland, the City of Chicago (the "City") developed Millennium Park (the "Park"), which has evolved into the most significant millennium project in the world; and

WHEREAS, Located in downtown Chicago on Michigan Avenue between Randolph and Monroe Streets, the twenty-four and five-tenths (24.5) acre Park is a unique center for world-class art, music, architecture and landscape design, where a

person can experience everything from interactive public art and ice skating to al fresco dining and free classical music presentations; and

WHEREAS, With an unprecedented combination of architecture, monumental sculpture and landscape design, the Park includes the artistry of an unparalleled collection of world-renowned artists, architects, planners, and landscape architects, and includes such pieces as: Cloud Gate, one of the world's largest outdoor sculptures designed by Anish Kapoor; the Crown Fountain, an interactive fountain comprised of two fifty-foot-high illuminated glassblock towers designed by Spanish sculptor, Jaume Plensa; and the Park's most prominent feature, the Jay Pritzker Pavilion, the most sophisticated outdoor concert venue of its kind in the United States, designed by Frank Gehry, one of the world's greatest living architects; and

WHEREAS, Millennium Park functions as an outdoor cultural center to be enjoyed and cherished for generations to come; and

WHEREAS, The City is the owner of Millennium Park and the real property on and in which it was developed, including dedicated lands, air rights, and other real property interests; and

WHEREAS, Millennium Park is in many respects an open-air cultural center and should be treated as such; and

WHEREAS, Millennium Park has been constructed so that its permanent art installations, its locations for temporary exhibits and events, its primary outdoor performance venue, and the access to its primary indoor performance venue are close to public sidewalks, so as to be accessible and inviting to the public at large; and

WHEREAS, The proximity of Millennium Park's exhibits, events, art installations and performance venues to the public sidewalks that abut the Park increases the possibility of interference with the enjoyment and functions of the Park; and

WHEREAS, The City is an Illinois home rule municipality pursuant to Section 6(a) of Article VII of the Illinois Constitution and, as such, may exercise any power and perform any function related to its government and affairs; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. All of the recitals above are expressly adopted as legislative findings of the City Council and are incorporated herein and made hereby a part of this ordinance.

SECTION 2. Section 2-21-065 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

2-21-065 Permits To Use Public Ways And Grounds.

The director of business affairs and licensing shall receive and submit to the department of transportation for review all applications for permits to use public ways or public grounds, or any space above or beneath the same. Upon approval by the department of transportation, the director of business affairs and licensing shall issue permits in accordance with the provisions of this Code. The director of business affairs and licensing shall determine the rate of compensation where privileges are granted in public ways and other public places for all purposes, according to fixed and established scales therefor, and shall act in an advisory capacity to the city council in fixing such rates where no scale is established in granting such privileges by special ordinance.

In no event shall a permit issue under this section for any use of the public way within, or for any sidewalk that abuts, Millennium Park, as that term is defined in section 10-36-140.

SECTION 3. Section 2-28-030 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

2-28-030 Commissioner -- Powers And Duties.

The duties and powers of the commissioner shall be as follows:

(a) To organize standing or special committees of the advisory board to assist the board in its advisory capacity;

(Omitted text is unaffected by this ordinance.)

(h) To operate and maintain Millennium Park, as that term is defined in section 10-36-140, in accordance with section 10-36-140.

SECTION 4. Section 4-12-080 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

4-12-080 Establishment And Relocation.

The executive director shall have the authority to establish areas upon the public ways to be designated as farmers' markets. The executive director shall have the authority to relocate or discontinue the markets, to specify the days of the week and hours of the day they may be operated and to determine which goods may be sold. However, no farmers' market shall be established or relocated

in any ward of the City of Chicago by said executive director until the alderman of the ward gives written consent for the farmers' market to be established or relocated in his or her ward. Provided further that no farmers' market shall be established or relocated within, or on any sidewalk that abuts, Millennium Park, as that term is defined in section 10-36-140.

SECTION 5. Section 4-244-141 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

4-244-141 Speech Peddling -- Additional Area Allowed.

(Omitted text is unaffected by this ordinance.)

(b) Speech peddling locations. There shall be at least ten locations within the Central District, where peddling is otherwise prohibited under Section 4-244-140 above, including at least four locations within Grant Park, where speech peddling by up to five peddlers per location shall be allowed by permit; provided that no site in Millennium Park, or any site on any sidewalk that abuts Millennium Park, as that term is defined in section 10-36-140, shall be selected as a location in the Central District. Such locations shall be selected by the department of business affairs and licensing with the advice of the department of planning, the department of transportation, and the police department, regarding pedestrian and vehicular traffic flow, use, density and public safety; provided that, for locations in Grant Park near special events sponsored by the city, the mayor's office of special events shall select the sites during the relevant time periods and the number of Grant Park sites may change. In addition, because of anticipated high demand for speech peddling during special events, permits shall be issued for four-hour time slots and may be issued for more than five persons at a time per location. No person shall be allowed to engage in speech peddling within the Central District without a speech peddling permit, and doing so without such a permit shall be a violation of this section.

(Omitted text is unaffected by this ordinance.)

SECTION 6. Section 4-268-050 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

4-268-050 Rules And Regulations.

(a) A performance may take place in any public area, but only between the hours of 10:00 a.m. and 8:00 p.m. on Sundays through Thursdays and 10:00 a.m. and 10:00 p.m. on Fridays and Saturdays.

(Omitted text is unaffected by this ordinance.)

(h) No performance by a performer shall be allowed at any time in Millennium Park, or on any sidewalk that abuts Millennium Park, as that term is defined in section 10-36-140.

SECTION 7. Chapter 10-36 of the Municipal Code of Chicago is hereby amended by adding a new Section 10-36-140, as follows:

10-36-140 Millennium Park.

(a) For purposes of this section the following definitions apply:

"Commissioner" means the commissioner of cultural affairs.

"Millennium Park" or "Park" means the 24.5-acre park bounded by Michigan Avenue on the west, Randolph Street on the north, Columbus Drive on the east, and Monroe Street on the south: provided that the sidewalks on these streets are not included as part of the Park. Millennium Park shall also include the entire BP Bridge that spans Columbus Drive and extends into Grant Park: provided that the parking facilities located at Millennium Park, including but not limited to the Monroe East Garage, shall not be considered part of the Park for purposes of this definition.

(b) The commissioner may adopt and enforce rules and regulations for health, safety and protection of the facilities and patrons of the Park, which may include, but not be limited to, defining the hours of operation, and prohibiting or regulating activities that may unreasonably disrupt pedestrian traffic flow or the quiet enjoyment of Park resources. The commissioner may post signs in the Park setting forth the rules and regulations and directional signs.

(c) The commissioner is authorized to negotiate and enter into, subject to the approval of the city council, and after publicly soliciting requests for proposals or qualifications, concession agreements for food, beverages, goods and services within the Park.

(d) The commissioner is authorized to enter into use agreements for the temporary use of space and facilities in the Park. The commissioner shall only enter into use agreements that the commissioner determines enhance and are consistent with the unique nature of the Park, but in no event shall the commissioner discriminate on the basis of race, national origin, religion, partisan political affiliation, or viewpoint of the applicant seeking a use agreement, or on any other basis prohibited by the Constitution of the United States or the State of Illinois.

The term of any use agreement shall not exceed 14 days, nor shall the use agreement be for the purpose of sponsoring an event, or for the sale of food, beverages, goods or services: provided that notwithstanding this provision or the provision of subsection (c) of this section, a use agreement may provide for the sale of food, beverages, goods or services that meet the following criteria:

(1) the food, beverages, goods or services must be connected to or promote the event itself, including but not limited to, the sale of flowers by the vendor during a flower show, or the sale of t-shirts or compact disks by the vendor during a concert;

(2) the sale of the food, beverages, goods or services is incidental to the primary purpose of the use agreement;

(3) the food, beverages, goods or services must not endanger the public health and safety; and

(4) the sale of foods, beverages, goods and services must not conflict with any contractual obligations of the City.

The fees and conditions for use agreements shall be determined by the commissioner giving consideration to the size and nature of the space, the duration of the event, and the unique nature of the Park.

The commissioner may adopt and enforce rules and regulations consistent with this section for the awarding of such use agreements.

(e) The commissioner is authorized to accept grants of funds and of other tangible and intangible assets pertaining to the Park, and in connection with the acceptance of such funds and assets, the commissioner is authorized to enter into and execute such ancillary agreements on behalf of the City as may be necessary or appropriate, which agreements may include indemnification by the City and right of entry.

(f) The commissioner is authorized to enter into and execute agreements for up to three years, and extend the agreements for up to two years with persons, including but without limitation, commercial or other business sponsors or media sponsors, for the sponsorship of events in Millennium Park. The terms and conditions of the agreements shall be determined by the commissioner, giving consideration to the duration and extent of the sponsorship and the nature of the event sponsored. In those sponsorship agreements entered into directly with a sponsor, in which the sponsor's participation in the event is limited to providing money to the city, and where the sponsor is only represented at the event by signage or where the sponsor is a governmental entity, the commissioner may elect not to require the sponsor to indemnify the city. All sponsorship agreements shall provide the city the right, with or without cause, to terminate the agreements prior to their expiration date.

(g) Any person who violates any rule or regulation promulgated pursuant to subsection (b) of this section shall be fined not less than $50.00 nor more than $500.00. Each day that a violation continues shall constitute a separate and distinct offense.

(h) With respect to any special event designated as such in the city's special event ordinance of that year that will be held in the Park, the provisions of the special event ordinance shall control the sponsorship and production of that special event in the Park, and nothing in this section shall be construed as to limit or restrict any provision of the city's special events ordinance for the sponsorship and production of such special event.

(i) Except as otherwise provided, all revenues from the Park, or any facility or structure located within the Park with the exception of the parking facilities located at the Park, shall be used for the operation of the Park, including maintenance and programming.

SECTION 8. Section 18 and Exhibit A of the 2007 Special Events Program Ordinance, passed by the City Council of the City of Chicago on December 13, 2006, and published at pages 95142 through 95150 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date, are hereby amended by deleting the language struck through as follows:

(Omitted text is unaffected by this ordinance.)

Section 18. The Executive Director is authorized to enter into and execute short term lease agreements with persons that are the lessors of the sites at which the Events may be held containing terms and conditions that the Executive Director deems appropriate including, without limitation, those relating to exchange of any consideration, insurance and indemnification by the City to the lessors. ~~The Executive Director is further authorized to enter into use agreements and to issue permits for the temporary use of facilities for events in Millennium Park during calendar year 2007. Charges for use, fees for permits and conditions for use shall be determined by the Executive Director, giving consideration to the size and nature of the space, the duration of use, the nature of the event, and the unique nature of Millennium Park.~~

(Omitted text is unaffected by this ordinance.)

Exhibit "A".

2007 Special Events.

Mayor's Cup Youth Soccer Tournament

Air and Water Show

Big Ten Men's Basketball Tournament

Celtic Fest Chicago

Chicago Country Music Festival

Chicago Blues Festival

Chicago Jazz Festival

Chicago Outdoor Film Festival

Chicago Gospel Music Festival

Co-Sponsored Neighborhood Festivals

Seasonal Public and Cultural Entertainment Events on Daley Plaza

Entertainment Events around the City's Waterways

Farmer's Markets/Midwest Harvest Festival

Great Chicago Places and Spaces Architecture Celebration

Halloween Festivities and Display(s)

Mayor Daley's Kids and Kites Festival

Mayor Daley's Holiday Sports Festival

Parades

Jumping Jacks (Inflatable Moonwalks) to Community Events

Public Entertainment and Events in Conjunction with Bike Chicago

Race to Taste

Citywide Seasonal Public, Cultural, Memorial and Entertainment Events

Taste of Chicago

Venetian Night

Viva! Chicago Latin Music Festival

Winter Delights

Fashion Focus

Holiday Decorating and Programming throughout Downtown Business District

Hosting National and International Touring Sports Events

Culinary Arts Festival

Mayoral Receptions

~~Millennium Park Events 2007~~

Olympic Initiatives

Extreme Sporting Events

Nothing in this section shall be construed as to affect any agreement entered into pursuant to that ordinance prior to the effective date of this ordinance.

SECTION 9. The City Council hereby approves, and the Commissioner of Cultural Affairs (the "Commissioner") is authorized to enter into and execute on behalf of the City, an intergovernmental agreement between the City of Chicago and the Chicago Park District (the "Park District") that authorizes the Park District to: operate, maintain, and manage, including the award and management of a Concession Permit Agreement for the operation of an ice skating rink at Millennium Park (the Park), as that term is defined in Section 10-36-140 of the Municipal Code; to enter and use portions of the Park for the Grant Park Orchestra's concerts and rehearsals; and for the maintenance of certain areas in Park designated by the Commissioner.

The intergovernmental agreement shall provide as follows:

1. The intergovernmental agreement and the concession permit agreement shall be for a term not to exceed ten (10) years;

2. Any revenue derived by the Park District from the concession agreement shall be retained by the Park District and be the property of the Park District; and

3. The Park District shall be responsible for the operation and maintenance of the ice skating rink and for the maintenance of certain areas designated by the Commissioner.

4. The Park District shall have the right to enter and to use portions of the Park for the Grant Park Orchestra s concerts and rehearsals at times, locations and terms mutually agreed upon by the superintendent of the Park District and the Commissioner.

The Commissioner is authorized, as part of the intergovernmental agreement, to agree to such terms and to execute and deliver any and all agreements, documents, instruments or certificates as the Commissioner shall deem necessary or appropriate in connection with the intergovernmental agreement, which agreements may include indemnification by the City and right-of-entry. All of the acts of any City officer which are in conformity with the intent and purpose of this ordinance, whether heretofore or hereafter taken or done, shall be and the same are in all respects ratified, confirmed, authorized and approved hereby in all respects.

The provisions of Section 10-36-140(i) shall not apply to revenues from the operation of the ice skating rink authorized by the intergovernmental agreement pursuant to this section.

SECTION 10. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of Cultural Affairs is hereby authorized to accept on behalf of the City an easement, quitclaim deed or other conveyance of real property interest by the Chicago Park District (the "Park District") for purposes of permitting the City to install, construct and maintain facilities related to Millennium Park, as that term is defined in Section 10-36-140, in property owned by the Park District, including the portion of the BP Bridge lying east of Columbus Drive.

SECTION 11. The City Council hereby approves, and the Commissioner of Cultural Affairs (the "Commissioner"), or her designee, is authorized to enter into and execute on behalf of the City an intergovernmental agreement between the City of Chicago and the Chicago Park District (the "Park District") that authorizes the Park District to renegotiate and enter into a Concession Permit Agreement with Millennium Park Joint Venture, L.L.C. ("M.P.J.V.") for the operation of a restaurant, food and beverage service and retail merchandise concession in an area in Millennium Park, as that term is defined in Section 10-36-140 of the Municipal

Code, all as determined and designated by the Commissioner. The authorization for the Park District under the intergovernmental agreement shall be limited to renegotiating and entering into a one-time Concession Permit Agreement with M.P.J.V., and upon the termination of that agreement, the authority for the Park District to enter another Concession Permit Agreement with M.P.J.V. or any other entity for the operation of a restaurant, food and beverage service or retail merchandise concession in Millennium Park shall cease.

The intergovernmental agreement shall provide as follows:

1. The term of the Concession Permit Agreement shall terminate no later than the term of the current agreement with M.P.J.V., including any extension options; and

2. The compensation provisions of the Concession Permit Agreement addressing the fees to be paid by M.P.J.V., and adjustments thereto, shall be, when taken as a whole and in the sole judgment of the Commissioner, less favorable to the concessionaire than the provisions of the current Concession Permit Agreement with M.P.J.V.

All monies paid by M.P.J.V. under the terms of the renegotiated Concession Permit Agreement after the execution of that agreement shall be paid to the City and shall be the property of the City to be used for the operation of the Park, including maintenance and programming.

The Commissioner, or her designee, is authorized, as part of the intergovernmental agreement, to agree to such terms, and to execute and deliver any and all agreements, documents, instruments or certificates as the Commissioner shall deem necessary or appropriate in connection with the intergovernmental agreement, which agreements may include indemnification by the City and right-of-entry. As part of the intergovernmental agreement, the Commissioner, or her designee, is authorized to waive or settle any disputed claims with the Park District or any other person in connection with the M.P.J.V. Concession Permit Agreement. All of the acts of any City officer which are in conformity with the intent and purpose of this ordinance, whether heretofore or hereafter taken or done shall be and the same are in all respects ratified, confirmed, authorized, and approved hereby in all respects.

SECTION 12. The authority granted to the City's Commissioner of Transportation in the Supplemental Appropriation Ordinance passed on December 13, 2000, and published at pages 48080 -- 48087 of the *Journal of the Proceedings of the City Council of the City of Chicago* of that date, is hereby transferred to the Commissioner of Cultural Affairs, as of the effective date of this ordinance.

SECTION 13. To the extent that any ordinance, resolution, rule, order, or provision of the Municipal Code of Chicago (the "Code"), or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. No provision of the Code or violation of any provision of the Code shall be deemed to impair the validity of this ordinance or the documents or instruments authorized by this ordinance or render any such documents or instruments voidable at the option of the City; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Code. This ordinance is an exercise of the City's power as a home rule unit of local government under Article VII of the 1970 Constitution of the State of Illinois and is intended to override any conflicting provisions of any Illinois statute that does not specifically preempt the exercise of home rule power by the City.

SECTION 14. Severability. If any provision of this ordinance is held invalid, such provision shall be deemed excised from this ordinance and the invalidity thereof shall not affect any of the other provisions of this ordinance. If the application of any provision of this ordinance to any person or circumstance is held invalid, it shall not affect the application of such provision to other persons or circumstances.

SECTION 15. This ordinance takes effect upon its passage and approval.

DECLARATION OF JUNE AS "HUNGER AWARENESS MONTH" IN CITY OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution dedicating the month of June 2007 as "Hunger Awareness Month", having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by a viva voce vote of members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, Hunger remains a pervasive problem in the United States with more than thirty-five million Americans, including twelve million children, living on the brink of hunger; and

WHEREAS, The City of Chicago takes great pride in assuring the most vulnerable citizens, especially children, who face hunger everyday, have options provided to them to deal with this severe social ill; and

WHEREAS, The latest Census Bureau statistics reveal that seven hundred seventy-seven thousand eighty-nine people live in poverty in Cook County and thirty-seven percent of those people are children; and

WHEREAS, Among other not-for-profit organizations in Chicago, the Greater Chicago Food Depository has been integral in leading the fight against hunger providing thousands of Chicago families with healthy meals; and

WHEREAS, Since its inception, the Greater Chicago Food Depository has made it its mission to deal with hunger and poverty in the City of Chicago and its surrounding area; and

WHEREAS, Today, nearly half a million individuals in Cook County rely upon food provided by the Greater Chicago Food Depository; and

WHEREAS, The Greater Chicago Food Depository distributes more than forty million pounds of food each year through its network of six hundred food pantries, soup kitchens, shelters and Kids Cafes; and

WHEREAS, For almost three decades, the Greater Chicago Food Depository, through its various community programs, has taken the lead in serving hungry men, women and children; and

WHEREAS, The Greater Chicago Food Depository's mission is to provide food to hungry people while striving to end hunger in our community; and

WHEREAS, America's Second Harvest, the largest domestic hunger-relief organization in the United States, has declared June 5, 2007 to be National Hunger Awareness Day; and

WHEREAS, More than two hundred of America's Second Harvest affiliates, including the Greater Chicago Food Depository, will host numerous local events during the month of June for National Hunger Awareness Day to raise an understanding of this serious issue; now, therefore;

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled here this eleventh day of April, 2007, do hereby declare the month of June Hunger Awareness Month in the City of Chicago and that June 5, 2007 be declared a day to recognize hunger in the City of Chicago and initiate a dialogue to help prevent hunger; and

Be It Further Resolved, That the City of Chicago encourage city residents and employees to participate in the 23rd Annual Hunger Walk scheduled for June 16, 2007, an event which is intended to create much needed awareness to deal with hunger in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be sent to Ms. Katherine Maehr, Executive Director, of the Greater Chicago Food Depository to commemorate this occasion.

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2007 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND 925 TO REFLECT INCREASE IN GRANT AWARDS RECEIVED FROM FEDERAL AND STATE AGENCIES.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an amended substitute appropriation and amendment to the year 2007 annual appropriation ordinance, reflecting an increase in the amount of funds received from federal, state and local agencies in the amount of $1,004,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed amended substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2007 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, In accordance with Section 8 of the Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies

of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by these entities for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; and

WHEREAS, The City, through its Department of Public Health ("Health"), has been awarded additional federal grant funds in the amount of Eleven Thousand Dollars ($11,000) by the United States Department of Housing and Urban Development ("H.U.D."), which shall be used for the Housing Opportunities for Persons With AIDS program; and

WHEREAS, The City through Health has been awarded state grant funds in the amount of Seventy-five Thousand Dollars ($75,000) by the Illinois Department of Public Health ("I.D.P.H.") which shall be used for the Tobacco Reality smoking reduction and cessation program for Chicago's youth; and

WHEREAS, The City through Health has been awarded state grant funds in the amount of Two Thousand Dollars ($2,000) by I.D.P.H. which shall be used for the Treatment Act Expansion program; and

WHEREAS, The City through Health has been awarded state grant funds in the amount of Ten Thousand Dollars ($10,000) by I.D.P.H. which shall be used for the 2007 HIV Prevention Counseling and Testing Events; and

WHEREAS, The City, through its Department on Aging ("Aging"), has been awarded state grant funds in the amount of One Hundred Twenty-five Thousand Dollars ($125,000) by the Illinois Department of Transportation, which shall be used to help develop a viable Chicago's senior citizens alternative transportation system; and

WHEREAS, The City through Aging has been awarded additional state grant funds in the amount of One Hundred Fifty-five Thousand Dollars ($155,000) by the Illinois Department on Aging which shall be used for the Flexible Senior Services and Assistive Technology Program; and

WHEREAS, The City through its Department of Children and Youth Services has been awarded state grant funds in the amount of Sixty-three Thousand Dollars ($63,000) by the Illinois Criminal Justice Information Authority which shall be used for the Project Safe Neighborhoods Grant Program; and

WHEREAS, The City through its Department of Human Services ("D.H.S."), has been awarded additional federal grant funds in the amount of Fourteen Thousand

Dollars ($14,000) by H.U.D., which shall be used for the Emergency Shelter Grants program; and

WHEREAS, The City through D.H.S. has periodically received federal Community Service Block Grant ("C.S.B.G.") money as pass-through grants received from the Illinois Department of Commerce and Economic Opportunity ("I.D.C.E.O."), and D.H.S. has granted portions of that money to the Community and Economic Development Association of Cook County, Inc. ("C.E.D.A."), a county agency; and

WHEREAS, The City has received an interest payment in the amount of Thirty-one Thousand Dollars ($31,000) from C.E.D.A. that was earned on C.S.B.G. funds, which D.H.S. desires to use for its Rental Assistance Program; and

WHEREAS, The City also anticipates receiving additional interest payments from C.E.D.A. from time to time on C.S.B.G. funds which, to the extent received, D.H.S. desires to use for its Rental Assistance Program; and

WHEREAS, The City through D.H.S. has received private grant funds in the amount of Five Thousand Dollars ($5,000) by Verizon Wireless which shall be used for the Homeless and Domestic Violence programs; and

WHEREAS, The City through D.H.S. has been awarded additional federal grant funds in the amount of Three Hundred Ninety-four Thousand Dollars ($394,000) by H.U.D. which shall be used for the Shelter Plus Care program; and

WHEREAS, The City through its Department of Police has been awarded grant funds in the amount of Eighty-two Thousand Dollars ($82,000) by the Illinois Department of Transportation which shall be used for the Highway Safety Project; and

WHEREAS, The City, through its Department of Aviation, has been awarded private grant funds in the amount of Sixty-eight Thousand Dollars ($68,000) by Sprint Nextel Corporation which shall be used for the Frequency Reconfiguration Project, now, therefore,

Be It Ordained by the City Council of the City of Chicago.

SECTION 1. The sum of One Million Four Thousand Dollars ($1,004,000), not previously appropriated, representing increased grant awards, has become available for appropriation for the year 2007.

SECTION 2. The sum of One Million Four Thousand Dollars ($1,004,000), not previously appropriated, is hereby appropriated from Fund 925 -- Grant Funds for the year 2007. The Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 3. Any sums of interest earnings received from time to time from C.E.D.A. on C.S.B.G. funds are hereby appropriated for use by D.H.S. for its Rental Assistance Program.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendment To The 2007 Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount
	Estimate Of Grant Revenue For 2007		
	Awards from Agencies of the Federal Government	$1,149,105,252	$1,149,524,252
	Awards from Agencies of the State Government	206,890,000	207,402,000
	Awards from Public/Private Agencies	48,178,000	48,251,000
	925 -- Grant Funds		
41	Department Of Public Health:		
	Housing Opportunities for Persons With Aids (H.O.P.W.A.)	$ 5,561,000	$ 5,572,000
	Tobacco Reality Illinois Grant		75,000

Code	Department And Item	Strike Amount	Add Amount
	Treatment Act Expansion		$ 2,000
	2007 HIV Prevention -- Counseling and Testing Events		10,000
47	Department On Aging:		
	Senior Alternative Transportation		$ 125,000
	Flexible Senior Services and Assistive Technology	$ 1,160,000	1,315,000
52	Department Of Children And Youth Services:		
	Project Safe Neighborhoods Grant		$ 63,000
53	Department Of Human Services:		
	Emergency Shelters Grant (E.S.G.)	$ 3,689,000	$ 3,703,000
	Homeless and Domestic Violence		5,000
	Shelter Plus Care -- H.U.D. 2007	10,561,000	10,955,000
57	Department Of Police:		
	Highway Safety Project		$ 82,000
84	Department Of Aviation:		
	Frequency Reconfiguration Project		$ 68,000

AMENDMENT OF YEAR XXXIII COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE TO PROVIDE FUNDING FOR PUBLIC SERVICE PROJECTS ADMINISTERED BY VARIOUS MUNICIPAL AGENCIES.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amending of the Year XXXIII C.D.B.G. ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, By ordinance passed by the City Council of the City of Chicago (the "City") the City Council authorized the projected use of Community Development Block Grant ("C.D.B.G.") entitlement funds for Year XXXIII, redirecting funds not spent and appropriating those funds and any changes made to the Appropriation Ordinance (the "Year XXXIII C.D.B.G. Ordinance"); and

WHEREAS, Pursuant to this ordinance, the reprogramming of funds and changes to delegate agency information is subject to review and approval by the City Council; and

WHEREAS, The City desires to adjust funding awards for certain delegate agencies funded through in the Department of Planning and Development, Mayor's Office of Workforce Development, and the Department of Children and Youth Services; and

WHEREAS, The City desires to further amend the Year XXXIII C.D.B.G. Ordinance to assist community based organization development and public services projects administered by the in the Departments of Planning and Development, Mayor's Office of Workforce Development, and Children and Youth Services that will benefit persons of low to moderate income; now, therefore,

Be It Ordained by the City Council of the City of Chicago

SECTION 1. The Year XXXIII C.D.B.G. Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in Exhibit A attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendment To C.D.B.G. Year XXIII Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount
OK33 -- Community Development Block Grant Year XXXIII Funds			

Code	Department And Item	Strike Amount	Add Amount
	Block Grant Funds		
	Department Of Planning And Development -- 08		
	Community Development Assistance -- 2515		
	.0135 For Delegate Agencies	$2,462,852	$2,482,624
	North River Commission	30,000	49,772
	Mayor's Office Of Workforce Development -- 13 Innovative Programs for Underserved Populations -- 2545		
	.0135 For Delegate Agencies	$2,567,174	$2,567,174
	Back of the Yards Neighborhood Council	84,000	34,000
	Public Image Partnership	40,000	50,000
	Support Advocates for Women/Leslie's Place	23,000	32,244
	The Enterprising Kitchen	0	30,756
	Department Of Children And Youth Services -- 52		
	Children and Youth Services -- 2505		
	.0135 For Delegate Agencies	$7,794,921	$7,775,149
	Bosnian and Herzegovinian American Community Center	27,363	0
	Boys and Girls Club of Chicago	246,055	284,287
	Centro Romero	30,000	40,000

Code	Department And Item	Strike Amount	Add Amount
	Hamdard Center for Health and Human Services	$ 0	$10,228
	Little Black Pearl Workshop	30,000	40,000
	TBD	30,000	0

AUTHORIZATION FOR EXECUTION OF AMENDMENTS TO FOURTH ROUND AGREEMENTS WITH ALBANY PARK COMMUNITY CENTER, INC. FOR REALLOCATION OF PORTION OF SINGLE-FAMILY HOUSING REHABILITATION GRANTS TO MULTI-FAMILY HOUSING REHABILITATION GRANTS.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing an amendment to the Lawrence/Kedzie T.I.F. neighborhood improvement program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on February 16, 2000 and published at pages 24803 -- 24898 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Lawrence/Kedzie Plan") for the Lawrence/Kedzie Redevelopment Project Area (the "Lawrence/Kedzie Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 16, 2000 and published at pages 24900 -- 24908 of the *Journal* of such date, the Lawrence/Kedzie Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "Lawrence/Kedzie T.I.F. Ordinance") adopted by the City Council on February 16, 2000 and published at pages 24909 -- 24917 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Lawrence/Kedzie Area redevelopment project costs (as defined in the Act) incurred pursuant to the Lawrence/Kedzie Plan; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 23, 2004 and published at pages 26361 -- 26371 of the *Journal* of such date (the "Fourth Round Ordinance"), the City, through its Department of Housing ("D.O.H."), established a fourth round of the T.I.F. Neighborhood Improvement Fund Program (the "Lawrence/Kedzie Program") to fund up to Seven Hundred Thousand Dollars ($700,000) in improvements to single-family residential properties and up to Three Hundred Thousand Dollars ($300,000) in improvements to multi-family residential properties in the Lawrence/Kedzie Area, and also entered into two agreements

("Fourth Round Agreements") on July 28, 2006 with Albany Park Community Center, Inc., an Illinois not-for-profit corporation ("A.P.C.C."), pursuant to which A.P.C.C. agreed to perform certain administrative services for the Lawrence/Kedzie Program; and

WHEREAS, D.O.H. now recognizes that there is far stronger demand for multi-family funds than there is for single-family funds in this round of the Lawrence/Kedzie Program and so seeks to modify the effect of the Fourth Round Ordinance by reappropriating Five Hundred Thousand Dollars ($500,000) of the original Seven Hundred Thousand Dollars ($700,000) allocated to the single-family program over to the multi-family program, thereby resulting in an allocation of Two Hundred Thousand Dollars ($200,000) for single-family housing rehabilitation grants and Eight Hundred Thousand Dollars ($800,000) for multi-family housing rehabilitation grants; and

WHEREAS, D.O.H. further seeks to amend the two agreements with A.P.C.C. pertaining to the fourth round of the Lawrence/Kedzie Program to reflect the reappropriation; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

SECTION 2 . The effect of the Fourth Round Ordinance is hereby modified by reappropriating Five Hundred Thousand Dollars ($500,000) of Lawrence/Kedzie T.I.F. funds from the single-family program to the multi-family program, thereby resulting in an allocation of Two Hundred Thousand Dollars ($200,000) for single-family housing rehabilitation grants and Eight Hundred Thousand Dollars ($800,000) for multi-family housing rehabilitation grants.

SECTION 3. The Commissioner of D.O.H. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver amendments ("Amendments") to the Fourth Round Agreements between the City and A.P.C.C. to reflect the reappropriation, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Amendments, with such changes, deletions and insertions as shall be approved by the persons executing the Amendments.

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

SECTION 5. To the extent that any ordinance, resolution, rule, order or provisions of the Municipal Code of Chicago, or part thereof, is in conflict with the

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

SECTION 6. This ordinance shall be effective as of the date of its passage.

AUTHORIZATION FOR RESTRUCTURING OF LOAN AGREEMENT WITH ENGLEWOOD RENOVATION PROJECT FOR REHABILITATION OF PROPERTY AT 6750 -- 6756 SOUTH GREEN STREET.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a loan restructuring agreement for the Englewood Renovation Project, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may legislate as to matters which pertain to its local government and affairs; and

WHEREAS, The City Council of the City (the "City Council") has determined that the continuance of a shortage of rental housing affordable to persons of low- and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City programmed HOME Investment Partnership Program ("HOME Program") funds to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The City Council, pursuant to an ordinance enacted on October 5, 1994, and published at pages 57199 -- 57202 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of that date, authorized the City's Department of Housing ("D.O.H.") to provide HOME Program financing in the amount of Two Hundred Three Thousand Two Hundred Nineteen Dollars ($203,219) for the rehabilitation of a building (the "Building") located at 6750 -- 6756 South Green Street, in Chicago, Illinois and of ten (10) residential dwelling units therein (the "Project"); and

WHEREAS, Englewood Renovation Project, an Illinois not-for-profit corporation ("Borrower"), owns the Building; and

WHEREAS, In connection with the Project, the City made a loan to the Borrower on February 27, 1995 in the amount of Two Hundred Three Thousand Two Hundred Nineteen Dollars ($203,219) (the "Loan") with an interest rate of zero percent (0%) per annum, and secured by, among other things, that certain Junior Mortgage and Security Agreement dated February 27, 1995, made by the Borrower in favor of the City (the "Mortgage"); and

WHEREAS, The Mortgage is (i) subordinate to that certain Construction Loan Mortgage and Security Agreement with Collateral Assignment of Leases and Rents, dated December 1, 1994, securing a loan in the amount of One Hundred Thirty-two Thousand Dollars ($132,000) (the "Senior Loan"), made by the Borrower in favor of Community Investment Corporation, an Illinois not-for-profit corporation (the "Senior Lender"); and

WHEREAS, The Borrower has met with certain financial difficulties in the operation of the Building, and has requested that D.O.H. approve a proposed restructuring of the Loan; and

WHEREAS, In order to stabilize the Building, the Senior Lender has agreed to restructure the Senior Loan by making a new loan to the Borrower not to exceed Two Hundred Fifteen Thousand Dollars ($215,000) at an adjustable interest rate not to exceed twelve percent (12%) per annum for a term not to exceed twenty-two (22) years (the "New Senior Financing"); and

WHEREAS, D.O.H. has approved a restructuring of the Loan (the "Restructuring") in a manner which (1) will not alter the principal amount of the Loan, (2) will not alter the interest rate on the principal balance of the Loan, (3) will extend the maturity date of the Loan, (4) will alter the repayment terms of the Loan, (5) will defer certain payments due under the Loan until the maturity of the Loan, (6) will waive certain late charges and default interest, and (7) will subordinate the Mortgage to the lien which will secure the New Senior Financing (collectively, the "Material Terms"); now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Restructuring is hereby approved as described above. The Commissioner of D.O.H. (the "Commissioner") or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Restructuring which do not substantially modify the Material Terms as described herein. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Restructuring. The Commissioner or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable, in connection with any future restructuring of the Loan, which do not substantially modify the Material Terms.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. Section 2-44-090 of the Municipal Code shall not apply to the Building in connection with the Restructuring.

SECTION 4. This ordinance shall be effective as of the date of its passage and approval.

AUTHORIZATION FOR ISSUANCE AND SALE OF MULTI-FAMILY HOUSING REVENUE BONDS (LORINGTON APARTMENTS PROJECT) AND EXECUTION OF LOAN AGREEMENT WITH TCB LORINGTON APARTMENTS LIMITED PARTNERSHIP FOR ACQUISITION, REHABILITATION AND EQUIPPING OF AFFORDABLE HOUSING AT 3126 -- 3130 WEST PALMER BOULEVARD/2219 -- 2223 NORTH KEDZIE BOULEVARD AND 2630 -- 2644 NORTH SPAULDING AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of Multi-Family Housing Revenue Bonds and to enter into and execute a loan agreement for TCB Lorington Apartments Limited Partnership, amount of bonds not to exceed $8,000,000 and amount of loan not to exceed $1,300,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Recitals.

A. The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article II of the 1970 Constitution of the State of Illinois (the "Constitution") and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution.

B. As a home rule unit and pursuant to the Constitution, the City is authorized and empowered to issue multi-family housing revenue bonds for the purpose of financing the cost of acquiring, rehabilitating and equipping affordable multi-family housing facilities for low- and moderate-income families located in the City.

C. By this ordinance, the City Council has determined that it is necessary and in the best interests of the City to provide financing to TCB Lorington Apartments Limited Partnership, an Illinois limited partnership (the "Borrower"), the sole general partner of which is TCB Lorington, Inc., an Illinois corporation.

D. The Borrower desires that the City issue, sell and deliver the City's Multi-Family Housing Revenue Bonds (Lorington Apartments Project) in an aggregate principal amount not to exceed Eight Million Dollars ($8,000,000) (the "Bonds"), to be issued in one (1) or more series as herein provided under the terms and conditions of this ordinance and secured by a trust indenture (the "Indenture") from the City to a trustee designated by the Executive Officer (as defined in Section 6 hereof) as provided herein (the "Trustee"), and lend the proceeds therefrom to the Borrower, to enable it to pay a portion of the costs of the acquisition, rehabilitation and equipping of two (2) buildings comprised of approximately fifty-four (54) residential dwelling units, located generally at 3126 -- 3130 West Palmer Boulevard/2219 -- 2223 North Kedzie Boulevard and 2630 -- 2644 North Spaulding Avenue, all within the City and currently expected to be known as Lorington Apartments (the "Project"), and pay a portion of the costs of issuance and other costs in connection therewith.

E. Each series of Bonds issued pursuant to this ordinance, together with interest thereon, shall be special, limited obligations of the City secured under the Indenture for the benefit of the owners of the Bonds. Each series of Bonds will be payable from the loan payments received by the City pursuant to a loan agreement (the "Loan Agreement"), among the City, the Trustee and the Borrower, pursuant to which the City will lend the proceeds of such series of Bonds to the Borrower (each, a "Loan") to finance a portion of the cost of the Project in return for loan payments sufficient to pay, when due, the principal of, redemption premium, if any, and interest on such series of Bonds. The Bonds will be sold directly to Banc of America Public Capital Corp., or another sophisticated investor approved by the Executive Officer (the "Bank").

F. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness of or an obligation of the City, the State of Illinois or any political subdivision thereof, within the purview of any Constitutional limitation or statutory provision or a charge against the general credit or taxing powers of any of them. No owner of the Bonds shall have the right to compel the taxing power of the City, the State of Illinois or any political subdivision thereof to pay any principal installment of, premium, if any, or interest on the Bonds.

G. In order that interest on the Bonds be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), the Borrower must comply with certain restrictions on the use and occupancy of the Project, as set forth in the Land-Use Restriction Agreement to be entered into among the Borrower, the Trustee and the City (the "Land-Use Restriction Agreement").

H. There has been presented to this meeting of the City Council of the City forms of the following documents in connection with the Bonds:

(1) the form of Indenture, which includes a form of the Bonds to be issued by the City, attached as Exhibit B hereto;

(2) the form of Loan Agreement, attached as Exhibit C hereto; and

(3) the form of Land-Use Restriction Agreement, attached as Exhibit D hereto.

I. The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq., authorizing, inter alia, the HOME Investment Partnerships Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds ("HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing.

J. The City has received an allocation from H.U.D. of HOME Funds to make loans and grants for the purposes enumerated above, and such HOME Funds are administered by the City's Department of Housing ("D.O.H.").

K. The City may have available certain funds in Corporate Fund Number 100 (the "Corporate Funds") to be used in connection with affordable housing bond initiatives or as the local match of HOME Funds as required under the HOME Program.

L. The City may have available to it certain funds (the "Program Income") derived from repayments to the City of HOME Funds and/or other returns on the investment of HOME Funds.

M. The City has programmed certain funds (the "Multi-Program Funds") for its Multi-Family Loan Program (the "Multi-Program") under the Community Development Block Grant Program, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five (5) or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by D.O.H.

N. D.O.H. has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed One Million Three Hundred Thousand Dollars ($1,300,000) (the "Affordable Housing Loan"), to be funded from HOME Funds, Corporate Funds, Program Income and/or Multi-Program Funds pursuant to the terms and conditions set forth in Exhibit A-1 attached hereto and made a part hereof.

Now, therefore,

Be It Ordained by the City Council of the City of Chicago (the "City Council"), as follows:

1. Forms Of Documents. The forms of the Bonds, the Indenture, the Loan Agreement and the Land-Use Restriction Agreement are hereby approved in substantially the forms attached hereto and made a part hereof, with such changes as may be approved by the Executive Officer executing such document.

2. The Loan. The making of the Loan to the Borrower pursuant to the terms of the Loan Agreement by the City and the issuance of the Bonds by the City is hereby authorized.

3. The Bonds. The issuance of the Bonds by the City in the principal amount of not to exceed Eight Million Dollars ($8,000,000) from time to time and in one (1) or more series is hereby authorized, subject to the provisions of this ordinance and the Indenture hereinafter authorized.

The Bonds shall contain a provision that they are issued under authority of the Constitution and this ordinance. The Bonds shall mature not later than thirty-five (35) years from the first (1st) day of the month immediately succeeding the date of issue of the Bonds and shall bear interest at such rate or rates as shall be determined from time to time pursuant to the Indenture, which interest shall be payable on the interest payment dates set forth in the Indenture. The Bonds shall be dated, shall be subject to redemption prior to maturity, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Indenture and form of the Bonds therein. The interest rate on the Bonds and the method of determining such interest rate from time to time is subject to adjustment in accordance with the terms of the Indenture, and no such interest rate shall exceed the rate of twelve percent (12%) per annum.

The provisions for execution, signatures, authentication, payment and prepayment, with respect to the Bonds, shall be as set forth in the Indenture and in the form of the Bonds therein.

4. Assignment Of Rights. The right, title and interest of the City (except for certain rights to notice, involvement in certain discussions related to the Bonds, indemnification and reimbursement) in, to and under the Loan Agreement, and the revenues to be derived by the City thereunder will be assigned to the Trustee under the Indenture.

5. Limited Obligations. The Bonds, when issued and outstanding, will be a limited obligation of the City, payable solely as provided in each Indenture. The Bonds and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the City within the meaning of any Constitutional or statutory provision of the State of Illinois. The City shall not be liable on the Bonds, nor shall the Bonds be payable out of any funds of the City other than those pledged therefor pursuant to the terms of the Indenture hereinafter described.

6. The Indenture. The execution and delivery of an Indenture securing the Bonds, substantially in the form attached hereto as Exhibit B, is hereby authorized. Each of (i) the Mayor of the City (the "Mayor"), (ii) the Chief Financial Officer of the City (as defined below), or (iii) any other officer designated in writing by the Mayor (the Mayor, the Chief Financial Officer and any such other officer being hereinafter referred to collectively as the "Executive Officer") is hereby authorized to execute, acknowledge and deliver the Indenture with such changes, insertions and omissions as may be approved by the Executive Officer. The Executive Officer is hereby authorized to make such changes, insertions and omissions to the form of Indenture attached hereto as Exhibit B as shall be determined by the Executive Officer to be necessary and appropriate to provide for such additional methods of adjusting and determining the rate or rates of interest on the Bonds from time to time as shall not exceed or be inconsistent with any of the authorizations granted herein. The Executive Officer is also authorized to select the entity to act as Trustee under the Indenture. The City shall have no obligation or liability as principal of the Trustee for the acts of the Trustee. The execution of each Indenture by the Executive Officer shall be conclusive evidence of such approval.

As used herein, the term "Chief Financial Officer" shall mean the Chief Financial Officer of the City appointed by the Mayor, or, if there is no such officer then holding said office, the City Comptroller.

7. The Loan Agreement. The execution and delivery of the Loan Agreement, substantially in the form attached hereto as Exhibit C is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by the Executive Officer, including all such changes, insertions and omissions as shall be necessary to conform the terms of the Loan Agreement to the terms of the Indenture. The execution of the Loan Agreement by the Executive Officer shall be conclusive evidence of such approval.

8. Sale And Delivery Of Bonds. It has been determined that the Bonds will be sold initially in a direct purchase to the Bank, subject to the terms and conditions of an investor letter delivered to the City by the Bank (the "Investor Letter"). The conditions with respect to any subsequent transfer or participation of the Bonds by the Bank are set forth expressly within the Indenture.

9. Notification Of Sale. Subsequent to the sale of the Bonds, the Executive Officer shall file in the Office of the City Clerk a Notification of Sale for the Bonds directed to the City Council setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions for and nature of the Bonds sold, (ii) the extent of any tender rights to be granted to the holder of the Bonds, (iii) the identity of the Trustee, (iv) the interest rate(s) on the Bonds, (v) the identity of the institutional investor(s) who purchase the Bonds directly from the City, and (vi) the compensation paid to any party in connection with such sale. There shall be attached to such notification the final form of the Indenture.

10. The Tax Agreements. The execution and delivery of one (1) or more agreements or certificates regarding arbitrage and regulations regarding the issuance of tax-exempt obligations (each, a "Tax Agreement" and collectively, the "Tax Agreements") by the City or among the City, the Borrower and the Trustee, substantially in the form of similar agreements executed by the City in transactions similar to the issuance of the Bonds, with such changes, insertions and omissions as may be approved by the Executive Officer, is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and deliver the Tax Agreements with such changes, insertions and omissions as may be approved by the Executive Officer. The execution of each Tax Agreement by the Executive Officer shall be conclusive evidence of such approval.

11. Land-Use Restriction Agreement. The execution and delivery of a Land-Use Restriction Agreement relating to the Bonds for the Project, substantially in the form attached hereto as Exhibit D, is hereby authorized. The Executive Officer is hereby authorized to execute, acknowledge and deliver the Land-Use Restriction Agreement with such changes, insertions and omissions as may be approved by the Executive Officer, including such changes, insertions and deletions conforming to the Code and the regulations promulgated thereunder relating to the tax-exempt status of the Bonds reflecting the anticipated use and occupancy of the Project. The execution of the Land-Use Restriction Agreement by the Executive Officer shall be conclusive evidence of such approval.

12. Execution Of Bonds. The Bonds shall be executed by manual or facsimile signature of the Mayor of the City or the Executive Officer, and the seal of the City shall be affixed or imprinted and attested to by the manual or facsimile signature of the City Clerk or any Deputy Clerk, as set forth in the related Indenture, and the same shall be delivered to the Trustee for proper authentication and delivery upon instructions to that effect.

13. D.O.H. Approval.

(a) Upon the approval and availability of the additional financing as shown on Exhibit A-1 hereto, the Commissioner of D.O.H. (the "D.O.H. Commissioner") and any designee of the D.O.H. Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Affordable Housing Loan and the terms and program objectives of the HOME Program and/or the Multi-Program. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The D.O.H. Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Affordable Housing Loan, which do not substantially modify the terms described in Exhibit A-1 hereto. Upon the execution and receipt of proper documentation, the D.O.H. Commissioner is hereby authorized to disburse the proceeds to the Borrower.

(b) In connection with the Affordable Housing Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project and as more fully described in Exhibit A-2 attached hereto. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Municipal Code"). Section 2-44-090 of the Municipal Code shall not apply to the Project or the Property.

14. Further Assurances. The Executive Officer, the D.O.H. Commissioner, the City Clerk and any Deputy Clerk of the City are hereby designated the authorized representatives of the City, and each of them is hereby authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance, including, but not limited to, the exercise following the delivery date of any of the Bonds of any power or authority delegated to such official of the City under this ordinance with respect to the Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The Executive Officer, the D.O.H. Commissioner, the City Clerk, any Deputy City Clerk and the other officers, agents and employees of the City are hereby further authorized, empowered and directed, for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance or to evidence said authority. The Executive Officer is also hereby authorized to execute any such amendments to the documents approved hereunder following the execution thereof to the extent that such amendments do not adversely affect the holders of the Bonds. The Executive Officer may, but shall not be required to, rely upon an opinion of counsel in making any such determination.

15. Severability. The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof; provided that no holding of invalidity shall require the City to make any payments from revenues other than those derived from the Loan Agreement.

16. No Recourse. No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this ordinance, the Indenture, the Loan Agreement or the Tax Agreements against any past, present or future officer, member or employee of the City, or any officer, employee, director or trustee of any successor, as such, either directly or through the City, or any such successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, officer, employee, director or trustee as such is hereby expressly

waived and released as a condition of and consideration for the execution of the Indenture, the Loan Agreement and the Tax Agreements and the issuance of the Bonds.

17. Volume Cap. The Bonds are obligations taken into account under Section 146 of the Code in the allocation of the City's volume cap.

18. Repealer. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

19. Effect Of Municipal Code. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the rights of the owners of the Bonds to receive payment of the principal of, premium, if any, or interest on the Bonds or to impair the security for the Bonds; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

20. Proxies. The Mayor and the Executive Officer may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the Mayor, each Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required or authorized to be signed by the Mayor or the Executive Officer pursuant to this ordinance. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor or the Executive Officer, respectively. A written signature of the Mayor or the Executive Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the *Journal of the Proceedings of the City Council of the City of Chicago* and filed with the Office of the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Executive Officer is placed on an instrument, certificate or document at the direction of the Executive Officer in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Executive Officer in person.

21. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

Exhibits "A-1", "A-2", "B", "C" and "D" referred to in this ordinance read as follows:

Exhibit "A-1".
(To Ordinance)

Affordable Housing Loan:	Source:	Home Program, Corporate Funds, Program Income and/or Multi-Program Funds
	Amount:	Not to exceed $1,300,000
	Term:	Not to exceed 35 years
	Interest:	1% per annum, or another rate acceptable to the D.O.H. Commissioner
	Security:	Non-recourse loan; third mortgage on the Property (the "Third Mortgage")

Additional Financing:

1. Low-Income Housing Tax Credit ("L.I.H.T.C.")

Amount:	Approximately $4,382,640, a portion of which will be applied to the payment of some or all of the Bonds
Source:	To be derived from the syndication of approximately $438,264 L.I.H.T.C. annually

2. I.H.D.A. Loan Proceeds:

	Approximately $750,000
Source:	Illinois Housing Development Authority, or another source acceptable to the D.O.H. Commissioner
Term:	Not to exceed 35 years
Interest:	1% per annum, or another rate acceptable to the D.O.H. Commissioner
Security:	Second mortgage on the Property

3.	Seller Financing Proceeds:	Approximately $2,300,000
	Source:	The Community Builders, Inc., or another source acceptable to the D.O.H. Commissioner
	Term:	Not to exceed 35 years
	Interest:	Applicable federal rate, or another rate acceptable to the D.O.H. Commissioner
	Security:	Mortgage on the Property, subordinate to the lien of the Third Mortgage
4.	Other Financing Amount:	Approximately $35,100
	Source:	Loan or capital contribution from The Community Builders, Inc., or TCB Lorington, Inc., or another source acceptable to the D.O.H. Commissioner
	Term:	Not to exceed 35 years
	Interest:	0% per annum, or another rate acceptable to the D.O.H. Commissioner
	Security:	Mortgage on the Property, subordinate to the lien of the Third Mortgage

Exhibit "A-2".
(To Ordinance)

Fee Waivers.

Department Of Buildings.

Waiver Of Plan Review, Permit And Inspection Fees:

A. Building Permit:

Zoning.

Construction/Architectural/Structural.

Internal Plumbing.

H.V.A.C.

Water for Construction.

Smoke Abatement.

B. Electrical Permit:

Service and Wiring.

C. Elevator Permit (if applicable).

D. Wrecking Permit (if applicable).

E. Fencing Permit (if applicable).

Department Of Water Management.

Tap Fees.

Cut and Deal Fees.
(Fees to purchase B-boxes and remote read-outs are not waived.)

Permit (connection) and Inspection Fees.

Sealing Permit Fees.

Department Of Transportation.

Street Opening Fees.

Driveway Permit Fees.

Use of Public Way Fees.

Exhibit "B".
(To Ordinance)

City Of Chicago

And

[Trustee],
As Trustee

Trust Indenture

Dated As Of _____ 1, 2007

Relating To

$_____

City Of Chicago
Multi-Family Housing Revenue Bonds
(Lorington Apartments Project),
Series 2007.

This TRUST INDENTURE dated as of _____ , 2007 (this **"Indenture"**), by and between the CITY OF CHICAGO, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the **"Issuer"**), and [TRUSTEE], a _____ organized and existing under and by virtue of the laws of _____ and being duly qualified to accept and administer the trusts created hereby, as trustee (the **"Trustee"**),

WITNESSETH:

WHEREAS, TCB Lorington Apartments Limited Partnership, an Illinois limited partnership (the **"Borrower"**), has applied to the Issuer for financial assistance for the purpose of providing all or part of the funds with which to pay the cost of the acquisition, rehabilitation and equipping of an approximately 54-unit affordable multifamily rental housing project located at 3126-30 West Palmer Boulevard/2219-23 North Kedzie Avenue and 2630-44 North Spaulding Avenue, all in Chicago, Illinois, currently known as the Lorington Apartments (the **"Project"**); and

WHEREAS, pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, the Issuer is authorized to finance the Project for the Borrower by issuing its bonds and loaning the proceeds thereof to the Borrower, and, to that end, the Issuer has adopted a Bond Ordinance duly authorizing and directing the issuance, sale and delivery of its Multifamily Housing Revenue Bonds (Lorington Apartments Project), Series 2007 in the aggregate principal amount of $_____ (the "**Bonds**") for the purpose of providing funding necessary for the acquisition, rehabilitation and equipping of the Project; and

WHEREAS, pursuant to a Loan Agreement dated as of even date herewith (the "**Loan Agreement**") among the Issuer, the Trustee and the Borrower, the Issuer has agreed to issue the Bonds and lend the proceeds thereof to the Borrower (the "**Loan**") and the Borrower has agreed to (i) apply the proceeds of the Loan to pay a portion of the costs of acquisition, rehabilitation and equipping of the Project, (ii) make payments sufficient to pay the principal of and interest on the Bonds when due (whether at maturity, by redemption, acceleration or otherwise), and (iii) observe the other covenants and agreements and make the other payments set forth therein; and

WHEREAS, the Borrower has delivered to the Trustee, on behalf of the Issuer, its promissory note dated the date of issuance of the Bonds in an original principal amount equal to the aggregate original principal amount of the Bonds (as amended, modified or supplemented from time to time, the "**Note**") evidencing its obligation to repay the Loan; and

WHEREAS, to secure its obligations under the Loan Agreement and the Note, the Borrower has executed (i) a Construction Mortgage with Assignment of Rents, Security Agreement and Fixture Filing (as amended, modified or supplemented from time to time, the "**Mortgage**"), (ii) an Assignment of Project Documents (as amended, modified or supplemented from time to time, the "**Assignment of Project Documents**") and (iii) an Assignment of Tax Credits and Capital Contributions (as amended, modified or supplemented from time to time, the "**Partnership Assignment**"), each dated as of even date herewith, for the benefit of the Issuer, as secured party;

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

GRANTING CLAUSES

The Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does

hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "**Trust Estate**"), to wit:

(a) All right, title and interest of the Issuer in and to the Note, the Mortgage, the Assignment of Project Documents, the Partnership Assignment and the other Loan Documents (as that term is defined below), and all moneys from time to time paid by the Borrower pursuant to the terms of the Loan Documents and all right, title and interest of the Issuer (including, but not limited to, the right to enforce any of the terms thereof) under and pursuant to and subject to the provisions of the Loan Agreement (but excluding the Issuer's Reserved Rights including, but not limited to, the rights of the Issuer (a) to receive payment of expenses and attorneys' fees thereunder, (b) for indemnification under Section 5.19 of the Loan Agreement, (c) to receive notices and other documents under the Loan Agreement, (d) to inspect the Improvements and the books and records of the Borrower under Sections 5.2, 5.3 and 5.6 of the Loan Agreement; and (e) to participate in proceedings in the event of an Event of Default under Section 6.01 hereof; and

(b) All other moneys and securities from time to time held by the Trustee under the terms of this Indenture, excluding amounts required to be rebated to the United States Treasury under Section 148(f) of the Code, whether or not held in the Rebate Fund; and

(c) Any and all property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder to the Trustee, which the Trustee is hereby authorized to receive at any and all times and to hold and apply the same subject to the terms of this Indenture.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection of this Indenture of one Bond over or from the others, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the Issuer or its successors or assigns shall well and truly pay or cause to be paid the principal of such Bonds with interest, according to the provisions set forth in the Bonds, or shall provide for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities requisite for payment or redemption

thereof when and as authorized by the provisions of Article IX (it being understood that any payment with respect to the principal of or interest on Bonds made by the Borrower shall not be deemed payment or provision for the payment of the principal of or interest on Bonds, except Bonds purchased and canceled by the Trustee, all such uncanceled Bonds to remain Outstanding and the principal of and interest thereon payable to the Owners thereof), and shall also pay or cause to be paid all other sums payable hereunder by the Issuer, then these presents and the estate and rights hereby granted shall cease, terminate and become void, and thereupon the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the Issuer and upon the payment by the Issuer of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the Issuer such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture of record, and if necessary shall grant, reassign and deliver to the Issuer all and singular the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer does hereby agree and covenant with the Trustee, for the benefit of the respective Owners from time to time of the Bonds as follows:

ARTICLE I.

DEFINITIONS AND CONSTRUCTION

Section 1.01. Definitions. The following capitalized terms, as used in this Indenture, shall have the meanings specified below unless the context otherwise shall require. All other capitalized terms which are defined in the Loan Agreement and not defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

"Accounts" means the accounts established pursuant to Section 5.01 hereof.

"Additional Interest" means an amount equal to the excess of (i) the amount of interest an Owner (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) would have received during the period of time commencing on the date that the interest on the Bonds, becomes subject to federal income taxation to the earlier of the date of the payment of the Bonds or the date of an Initial Notification of Taxability (excluding from such period any time in which the tax on such interest is uncollectible) at a per annum rate equal to the Taxable Rate, over (ii) the aggregate amount of interest received by an Owner for said period.

"**Affiliates**" or "**Affiliate**" means, if with respect to an entity, (i) any manager, member, officer or director thereof and any Person who or which is, directly or indirectly, the beneficial owner of more than 10% of any class of shares or other equity security, or (ii) any Person which, directly or indirectly, controls or is controlled by or is under common control with such entity. Control (including the correlative meanings of "controlled by" and "under common control with") means effective power, directly or indirectly, to direct or cause the direction of the management and policies of such Person. With respect to a partnership or venture, "Affiliate" shall include, without limitation, any (i) general partner, (ii) general partner of a general partner, or (iii) partnership with a common general partner, and if any general partner is a corporation or limited liability company, any Person which is an "Affiliate" (as defined above) of such corporation or limited liability company. With respect to a limited liability company, "Affiliate" shall include, without limitation, any member.

"**Alternative Rate**" means the lower of (i) 4% in excess of the rate of interest payable on the Bonds or (ii) 12% per annum; provided that such rate shall in no event exceed the maximum rate allowed by law.

"**Assignment of Leases**" means _____.

"**Assignment of Project Documents**" has the meaning set forth for that term in the Recitals above.

"**Authorized Denomination**" means $100,000, and any amount in excess of $100,000, but not in excess of the aggregate principal amount of Bonds then Outstanding; provided, however, that for purposes of redemption, Authorized Denominations shall mean $5,000 and increments of $5,000 in excess thereof.

"**Authorized Representative**" means, (i) with respect to the Issuer, means the Mayor of the Issuer, the Chief Financial Officer of the Issuer, the City Comptroller of the Issuer, or any other person or persons designated by the Mayor of the Issuer to act on behalf of the Issuer by a certificate filed with the Trustee containing the specimen signatures of such person or persons and (ii) with respect to the Borrower, any person or persons designated to act on behalf of the Borrower by a certificate filed with the Issuer, the Trustee and the Servicer containing the specimen signatures of such person or persons and signed by an authorized representative of the Borrower and (iii) with respect to the Servicer, any person or persons designated to act on behalf of the Servicer by a certificate filed with the Borrower, the Issuer and the Trustee, containing the specimen signatures of such person or persons and signed on behalf of the Servicer by its President, Vice President or Secretary. Each such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties and exercise all powers of an Authorized Representative.

"**Bank**" means _____, its successors and assigns.

"BBA LIBOR Daily Floating Rate" means a variable rate of interest per annum equal to the British Bankers Association LIBOR Rate (**"BBA LIBOR"**), as published by Reuters (or other commercially available source providing quotations of BBA LIBOR as selected by the Servicer from time to time) as determined for each Business Day at approximately 11:00 a.m. London time two (2) London Banking Days prior to the date in question, for U.S. Dollar deposits (for delivery on the first day of such interest period) with a one month term, as adjusted from time to time in the Servicer's sole discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. If such rate is not available in such time for any reason, then the rate will be determined by such alternate method as reasonably selected by the Servicer. A **"London Banking Day"** is a day on which banks in London are open for business and dealing in offshore dollars. Interest shall be computed for the actual number of days which have elapsed, on the basis of a 360-day year.

"Bond" or **"Bonds"** has the meaning set forth for that term in the Recitals above.

"Bond Counsel" means the counsel who rendered the opinion as to the tax-exempt status of the interest on the Bonds on the date of the issuance, sale and delivery thereof, or any other attorney or firm of attorneys of nationally recognized standing in the field of municipal finance law whose opinions are generally accepted by purchasers of tax-exempt obligations and who is acceptable to the Issuer, the Trustee and the Servicer.

"Bond Payment Date" means each date on which principal or redemption price or interest shall be payable on any of the Bonds according to their respective terms.

"Borrower" has the meaning set forth for that term in the Recitals above.

"Borrower's Tax Certificate" means the Borrower's Tax Representation Certificate executed by the Borrower on the Closing Date in which the Borrower certifies various facts relating to the Project which bear on the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

"Business Day" means a day of the year which is not a Saturday or Sunday or any other day on which banks located in the city of New York, New York and banks located in the city in which the Principal Office of the Trustee is located are required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Calculation Period" means the period commencing upon the first day of each month and ending on (and including) the last day of such month.

"Capitalized Interest Account" means the account of that name established in the Project Fund pursuant to Section 5.01 of this Indenture.

"Closing Date" means the date of issuance of the Bonds.

"**Code**" means the Internal Revenue Code of 1986, as amended, together with all corresponding and applicable final or temporary regulations and revenue rulings issued or promulgated thereunder.

"**Completion**" shall have the meaning ascribed to such term in the Construction Disbursement Agreement.

"**Completion Agreement**" means that certain Completion Agreement executed by Guarantor and dated as of even date herewith.

"**Condemnation Award**" means the total condemnation proceeds actually paid by the condemnor as a result of the condemnation of all or any part of the property subject to the Mortgage less the actual costs incurred, including attorneys' fees, in obtaining such award.

"**Construction Disbursement Agreement**" means the Construction Disbursement Agreement dated as of even date herewith, between the Borrower and the Bank, as the same may be supplemented, amended or modified.

"**Costs of Issuance**" means "issuance costs" with respect to the Bonds within the meaning of Section 147(g) of the Code.

"**Costs of Issuance Account**" means the account of that name established within the Project Fund pursuant to Section 5.01 of this Indenture.

"**Counsel**" means an attorney or firm of attorneys acceptable to the Trustee and the Servicer, and may, but need not, be Bond Counsel, counsel to the Issuer, the Servicer or the Borrower.

"**Determination of Taxability**" means (i) a determination by the Commissioner or any District Director of the Internal Revenue Service, (ii) a private ruling or Technical Advice Memorandum issued by the National Office of the Internal Revenue Service, (iii) a determination by any court of competent jurisdiction, or (iv) receipt by the Trustee, at the request of the Servicer, of an opinion of Bond Counsel to the effect that the interest on the Bonds is includable in gross income for federal income tax purposes of the Owners thereof or any former Owner thereof, other than an Owner who is a "substantial user" (within the meaning of Section 147(a) of the Code) of the Project or a "related person" (as defined in Section 147(a) of the Code); provided that no such Determination of Taxability under clause (i), (ii) or (iii) shall be deemed to have occurred if (a) the Borrower and the Servicer have been afforded the opportunity to contest such determination, and (b) if the Borrower or the Servicer has elected to contest such determination in good faith and is proceeding with all applicable dispatch to prosecute such contest until the earliest of (A) a final determination from which no appeal may be taken with respect to such determination, (B) abandonment of such appeal by the Borrower or the Servicer, or (C) sixty (60) days, or such longer period of time as may be permitted in writing by Majority Owner and Servicer, following the Initial Notification of Taxability.

"**Environmental Indemnity**" means the Indemnity Agreement dated as of even date herewith, from the Borrower, the General Partner and the Guarantors for the benefit of the Trustee, as the same may be modified, supplemented or amended from time to time.

["Equity Account" means the account of that name established within the Project Fund pursuant to Section 5.01 of this Indenture.]

"**Event of Default**" means any of those events defined as Events of Default by Section 6.01 of this Indenture.

"**Fixed Rate**" means _____ and _____ hundredths percent (_____%) per annum.

"**Fixed Rate Period**" means the period commencing on the Closing Date and ending on (and including) the day before the Reset Date.

"**Funds**" means the funds established pursuant to Section 5.01 hereof.

"**Government Obligations**" means direct obligations of, or obligations guaranteed by, the United States of America.

"**Guarantor**" means The Community Builders, Inc., a Massachusetts charitable organization.

"**Guaranty**" means collectively, the Completion Agreement and the Payment Guaranty.

"**Indenture**" has the meaning set forth for that term in the Recitals above.

"**Initial Notification of Taxability**" means the receipt by Trustee or any Owner of a communication from the Internal Revenue Service or any court of competent jurisdiction to the effect that the exclusion from gross income of interest on Bonds will not continue in effect.

"**Insurance and Condemnation Proceeds Account**" means the account of that name established within the Project Fund pursuant to Section 5.01 of this Indenture.

"**Insurance Proceeds**" means the total proceeds of insurance actually paid or payable by an insurance company in respect of the required insurance on the Project, less the actual costs incurred, including attorneys' fees, in the collection of such proceeds.

"**Interest Payment Date**" means the first day of each month commencing with the month following the month in which the Closing Date occurs.

"**Investment Securities**" means any one or more of the following investments, if and to the extent the same are then legal investments under the applicable laws of the State for moneys proposed to be invested therein:

(a) Bonds or other obligations of the State or bonds or other obligations, the principal of and interest on which are guaranteed by the full faith and credit of the State;

(b) Bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government;

(c) Obligations of agencies of the United States Government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank, and the Central Bank for Cooperatives;

(d) Bonds or other obligations issued by any public housing agency or municipality in the United States, which bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipality in the United States and fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States government;

(e) Certificates of deposit of national or state banks which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan associations which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depositary, custodian, or trustee for any such bond proceeds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation or the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Chicago, Illinois, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association, of one or more the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or of any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in paragraph (ii) hereof, obligations of the agencies of the United States Government included in paragraph (iii) hereof, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in paragraph (iv) hereof;

(f) Interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least $50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least $50 million or with any corporation which is subject to registration with the Board of

Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956 and whose unsecured or uncollateralized long-term debt obligations of which are rated in the two highest letter rating categories of S&P or Moody's or whose unsecured and uncollateralized short-term debt obligations are rated in the two highest letter rating categories of S&P or Moody's at the time of purchase, provided that each such interest-bearing deposit, repurchase agreement, reverse repurchase agreement, guarantee agreement, or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys;

(g) Any and all other obligations of investment grade and having a nationally recognized market, including, but not limited to, rate guarantee agreements, guaranteed investment contracts, or other similar arrangements offered by any firm, agency, business, governmental unit, bank, insurance company or other entity; provided, that each such obligation shall permit moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys;

(h) tax exempt money market funds which at the time of purchase are "qualified regulated investment companies" within the meaning of IRS Notice 87-22, dated September 25, 1987, and which meet the other requirements of IRS Notice 87-22 and any subsequent regulations necessary to exempt investments in such funds from the definition of "investment property" under Section 148 of the Code whose assets are solely invested in obligations rated in either of the two highest rating categories by either Moody's or S&P;

(i) money market funds the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Am" or "Am G" or its equivalent or higher at the time of purchase by either Moody's or S&P;

(j) Any other investment approved in writing by the Servicer.

"**Issuer**" has the meaning set forth for that term in the Recitals above.

"**Issuer Documents**" means, collectively, this Indenture, the Loan Agreement and the Regulatory Agreement.

"**Loan**" has the meaning set forth for that term in the Recitals above.

"**Loan Account**" means the account of that name established within the Project Fund pursuant to Section 5.01 of this Indenture.

"**Loan Agreement**" or "**Agreement**" means the Loan Agreement dated as of even date herewith, among the Issuer, the Trustee and the Borrower, as the same may be supplemented, amended or modified.

"**Loan Documents**" means, collectively, the Loan Agreement, the Note, the Regulatory Agreement, the Construction Disbursement Agreement, the Mortgage, the Assignment of Leases, the Assignment of Project Documents, the Partnership Assignment, the Environmental Indemnity and, upon delivery thereof, the Servicing Agreement, together with all other documents or instruments executed by the Borrower which evidence or secure the Borrower's indebtedness under such documents and all other documents and instruments delivered simultaneously herewith or required under the Loan Documents to be delivered during the term of the Loan.

"**Majority Owner**" means the Person who owns at least fifty-one percent (51%) in aggregate principal amount of Outstanding Bonds, or, if no single person owns at least fifty-one percent (51%) in aggregate principal amount of Outstanding Bonds, the person who is designated in writing to exercise the powers of "Servicer" and "Majority Owner" hereunder by persons who collectively own at least fifty-one percent (51%) in aggregate principal amount of Outstanding Bonds.

"**Maturity Date**" means _____ 1, 20__.

"**Moody's**" means Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "**Moody's**" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the consent of the Borrower and the Servicer.

"**Mortgage**" has the meaning set forth for that term in the Recitals above.

"**Note**" has the meaning set forth for that term in the Recitals above.

"**Notice Address**" means, with respect to the Issuer, City of Chicago, Department of Housing, 33 North LaSalle Street, Chicago, Illinois 60602, Attention: Commissioner, Department of Housing, with a copy to: City of Chicago, Office of Corporation Counsel, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: Finance and Economic Development Division and City of Chicago, Office of the Chief Financial Officer, City Hall, 33 North LaSalle Street, Chicago, Illinois 60602, Attention: Chief Financial Officer; with respect to the Borrower, TCB Lorington Apartments Limited Partnership, c/o The Community Builders, Inc., 95 Berkeley Street, Boston, Massachusetts 02116, Attention: Mecky Adnani; with a copy to The Community Builders, Inc., 95 Berkeley Street, Boston, Massachusetts 02116, Attention: General Counsel; with an additional copy to Applegate & Thorne-Thomsen, 322 South Green Street, Suite 400, Chicago, Illinois 60607, Attention: Ben Applegate; with respect to the Trustee, _____, Attention: _____; with respect to the initial Servicer and Majority Owner: Bank of America, N.A., Community Development Banking, Mail Code: MA5-503-04-02, 1 Federal Street, 4th Floor, Boston, Massachusetts 02110, Attention: Patricia Marinilli, with a copy to Bank of America, N.A., Community Development Banking, Mail Code: FL1-400-06-13, 101 E. Kennedy Boulevard, 6th Floor, Tampa, Florida 33602, Attention: Patricia Dunlap; with respect to any future Servicer or Majority Owner, such address as may be shown in the records of the Trustee.

"**Operating Reserve Fund**" means the fund of that name established pursuant to Section 5.01 of this Indenture.

"**Ordinance**" means the ordinance of the Issuer adopted on _____ ____, 2007, authorizing, among other things, the execution and delivery by the Issuer of the Issuer Documents and the Bonds and the performance of its obligations thereunder.

"**Outstanding**" means, when used with respect to Bonds, as of any date, all Bonds theretofore authenticated and delivered under this Indenture except:

(a) any Bond canceled or delivered to the registrar for cancellation on or before such date;

(b) specified as not Outstanding in paragraph (c) of Section 4.05 hereof;

(c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Article II of this Indenture;

(d) any Bond deemed to have been paid as provided in Section 9.02 or Section 9.03 of this Indenture;

(e) any Bond owned or held by or for the account of the Issuer or the Borrower, as provided in Section 10.11 of this Indenture, for the purpose of consent or other action or any calculation of outstanding Bonds provided for in this Indenture, and

(f) any undelivered Bond (except for purposes of receiving the purchase price thereof upon surrender in accordance with this Indenture).

"**Owner**" or "**Owners**" or "**Bondholders**" means the registered owner, or owners, of the Bonds.

"**Partnership Assignment**" has the meaning set forth for that term in the Recitals above.

"**Payment Guaranty**" means that certain Payment Guaranty executed by Guarantor and dated as of even date herewith.

"**Person**" means any natural individual, corporation, partnership, limited liability company, trust, unincorporated association, business or other legal entity, and any government or governmental agency or political subdivision thereof.

"**Prepayment Equalization Payment**" means the greater of (i) 1% of the outstanding principal balance of the Bonds; or (ii) the product obtained by multiplying (A) the amount of principal of the Bonds being redeemed or purchased by (B) the difference between (1) the interest rate on such Bonds and (2) the yield rate (the "**Yield Rate**") on the U.S. Treasury Security due nearest to, but not later than, the Reset Date (the "**Specified U.S. Treasury Security**") (or the average yield rate for all U.S. Treasury Securities due nearest to, but not later than the expiration of the Reset Date if more than one U.S. Treasury Security qualifies as the Specified U.S. Treasury Security), as such yield rate is reported in *The Wall Street Journal* (or, if

the publication of such yield rate is not available in *The Wall Street Journal*, as such yield rate is reported in the *Financial Times*, or, if the publication of such yield rate is not available in *The Wall Street Journal* or the *Financial Times*, as such yield rate is reported in the *New York Times*) on the twenty-fifth (25th) Business Day preceding (x) the date of the prepayment of such Bonds or (y) the date the Trustee accelerates such Bonds, by (C) the Present Value Factor (as defined below). For purposes of the preceding sentence, the "**Present Value Factor**" is equal to:

$$\frac{1-(1+r)^{-n}}{r}$$

where "r" is equal to the Yield Rate and "n" is equal to the number of 365-day years (or 366-day years, if applicable), and any fraction thereof, remaining between the date of redemption and the Reset Date. In the event that the Yield Rate is not available in *The Wall Street Journal*, the *Financial Times* or the *New York Times*, the Trustee may retain a certified public accountant or other valuation expert as selected by the Borrower to provide the Yield Rate and pay for such valuation from the Trust Estate as Trustee Expenses. The Trustee may conclusively rely on such valuation without liability.

"**Principal Office**" means, with respect to any party, the office designated as such in, or as designated by the respective party in writing pursuant to, this Indenture.

"**Project**" has the meaning set forth for that term in the Recitals above.

"**Project Fund**" means the fund of that name established pursuant to Section 5.01 of this Indenture.

"**Qualified Costs of the Project**" means the actual costs incurred to acquire, rehabilitate and equip the Project which (i) are incurred not more than sixty (60) days prior to March 14, 2007, being the date on which the Issuer first declared its "official intent" (within the meaning of Treasury Regulations Section 1.150-2) with respect to the Project (other than preliminary expenditures with respect to the Project in an amount not exceeding twenty percent (20%) of the aggregate principal amount of the Bonds), (ii) are (A) chargeable to the Project's capital account or would be so chargeable either with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs, within the meaning of Treasury Regulation Section 1.103-8(a)(1), and if charged or chargeable to the Project's capital account are or would have been deducted only through an allowance for depreciation or (B) made for the acquisition of land, to the extent allowed in Section 147(c) of the Code and (iii) are made exclusively with respect to "qualified residential rental project" within the meaning of Section 142(d) of the Code; provided, however, that (i) Costs of Issuance shall not be deemed to be Qualified Costs of the Project; (ii) fees, charges or profits payable to the Borrower or a "related person" (within the meaning of Section 147 of the Code) shall not be deemed to be Qualified Costs of the Project; (iii) interest during the rehabilitation of the Project shall be allocated between Qualified Costs of the Project and other costs and expenses of the Project; (iv) interest following the construction of the Project shall not constitute Qualified Costs of the Project; (v) letter of credit fees and municipal bond insurance premiums which represent a transfer of credit risk shall be allocated between Qualified Costs of the Project and other costs and expenses to be paid from the proceeds of the Bonds; and (vi) letter of credit fees and municipal bond insurance premiums which do not

represent a transfer of credit risk (including, without limitation, letter of credit fees payable to a "related person" to the Borrower) shall not constitute Qualified Costs of the Project. As used herein, the term "preliminary expenditures" includes architectural, engineering, surveying, soil testing and similar costs that were incurred prior to commencement of acquisition, construction or rehabilitation of the Project, but does not include land acquisition, site preparation or similar costs incident to commencement of construction or rehabilitation of the Project.

"**Rebate Analyst**" means any Person, chosen by the Borrower and at the expense of the Borrower, qualified and experienced in the calculation of rebate payments under Section 148 of the Code and compliance with the arbitrage rebate regulations promulgated under the Code, which is engaged for the purpose of determining the amount of required deposits to the Rebate Fund, if any, pursuant to the Borrower's Tax Certificate.

"**Rebate Fund**" means the fund of that name established pursuant to Section 5.01 of this Indenture.

"**Record Date**" means, with respect to each Bond Payment Date, the close of business on the day preceding such Bond Payment Date, whether or not such day is a Business Day.

"**Regulatory Agreement**" means the Land Use Restriction Agreement with respect to each separate property making up the Project, each dated as of even date herewith, by and among the Issuer, the Trustee and the Borrower, as the same may be amended, modified or supplemented from time to time.

"**Replacement Reserve Fund**" means the fund of that name established pursuant to Section 5.01 of this Indenture.

"**Required Equity Funds**" means the amounts required to be deposited in the **[Equity Account of the Project Fund pursuant to Section 1.2 of the Construction Disbursement Agreement and Section 5.9 of the Loan Agreement.]**

"**Requisition**" means a requisition in the applicable form attached to the Construction Disbursement Agreement, together with all invoices, bills of sale, schedules and other submissions required for the making of an advance from the Loan Account or the **[Equity Account]** of the Project Fund.

"**Reset Date**" means the seventeenth (17^{th}) anniversary of the Closing Date.

"**Reset Period**" means the period commencing on the Reset Date and ending on (and including) the Maturity Date.

"**Reset Rate**" means a variable rate of interest per annum, equal to the sum of (i) the BBA LIBOR Daily Floating Rate, plus (ii) _____ percent (___%).

"**Revenue Fund**" means the fund of that name established pursuant to Section 5.01 of this Indenture.

"**S&P**" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the consent of the Borrower and the Servicer.

"**Secured Property**" shall have the meaning ascribed to such term in the Mortgage.

"**Servicer**" means the servicer of the Loan appointed pursuant to Section 7.11 hereof. During any time as no servicer has been appointed pursuant to Section 7.11 hereof, all references herein and in the Loan Documents to the Servicer shall be deemed to refer to the Majority Owner.

"**Servicing Agreement**" means any servicing agreement entered into among the Majority Owner, the Trustee and the Servicer, as the same may be amended, modified or supplemented from time to time.

"**Stabilization**" has the meaning set forth for that term in the Loan Agreement.

"**State**" means the State of Illinois.

"**Supplemental Indenture**" means any indenture hereafter duly authorized and entered into between the Issuer and the Trustee in accordance with Article VIII hereof, amending, modifying or supplementing this Indenture.

"**Tax and Insurance Fund**" means the fund of that name established pursuant to Section 5.01 of this Indenture.

"**Taxable Rate**" means _____ percent (_____%) per annum.

"**Trust Estate**" means the trust estate pledged by the Issuer and described in the Granting Clauses of this Indenture.

"**Trustee**" has the meaning set forth for that term in the Recitals above, and includes any successor trustee appointed pursuant to Section 7.08.

"**Trustee Fee**" means _____ per _____, payable _____.

"**Trustee Expenses**" means the fees and expenses of the Trustee set forth in Section 7.04 of this Indenture.

Section 1.02. Construction. In this Indenture, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Indenture.

(b) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms refer to this Indenture, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Indenture.

(c) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(d) Words importing the redemption of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

(e) References in this Indenture to particular sections of the Code or any other legislation shall be deemed to refer also to any successor sections thereto or other redesignation for codification purposes.

(f) The terms "receipt", "received", "recovery", "recovered" and any similar terms, when used in this Indenture with respect to moneys or payments due the Issuer, shall be deemed to refer to the passage of physical possession and control of such moneys and payments to the Issuer, the Owners of the Bonds or the Trustee on its behalf.

ARTICLE II.

REPRESENTATIONS AND COVENANTS OF THE ISSUER

Section 2.01. Representations by the Issuer. The Issuer represents and warrants to the Trustee and the Owners of the Bonds that:

(a) The Issuer is a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State.

(b) The Issuer has power and lawful authority to adopt the Ordinance, to execute and deliver the Issuer Documents, to issue the Bonds and receive the proceeds of the Bonds, to apply the proceeds of the Bonds to make the Loan, to assign the revenues derived and to be derived by the Issuer from the Loan to the Trustee, and to perform and observe the provisions of the Issuer Documents and the Bonds on its part to be performed and observed.

(c) The Issuer has duly authorized the execution and delivery of each of the Issuer Documents, the issuance, execution, sale and delivery of the Bonds, and the performance of the obligations of the Issuer thereunder.

(d) The Issuer makes no representation or warranty, express or implied, that the proceeds of the Bonds will be sufficient to finance the acquisition, rehabilitation and equipping of the Project or that the Project will be adequate or sufficient for the Borrower's intended purposes.

Section 2.02. Covenants of the Issuer. The Issuer hereby agrees with the Owners from time to time of the Bonds that, so long as the Bonds remain unpaid:

(a) The Issuer will pay or cause to be paid the principal of and the interest on the Bonds as the same become due, but solely to the extent provided in Section 10.02 hereof.

(b) The Issuer will do, execute, acknowledge, when appropriate, and deliver from time to time at the request of the Owners of the Bonds or the Trustee such further acts, instruments, financing statements and other documents as are necessary or desirable to better assure, transfer, pledge or assign to the Trustee, and grant a security interest unto the Trustee in and to the Trust Estate and the other properties and revenues herein described and otherwise to carry out the intent and purpose of the Issuer Documents and the Bonds.

(c) The Issuer will not use or knowingly permit the use of any proceeds of the Bonds or other funds of the Issuer, directly or indirectly, in any manner, and will not take or permit to be taken any other action or actions, which would result in any of the Bonds being treated as an obligation not described in Section 142(a)(7) of the Code by reason of such Bond not meeting the requirements of Section 142(d) of the Code.

(d) The Issuer will at all times do and perform all acts and things permitted by law and this Indenture which are necessary or desirable in order to assure, and will not knowingly take any action which will adversely affect, the excludability of interest on the Bonds from gross income for federal income tax purposes.

ARTICLE III.

AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.01. Authorization of Bonds.

There is hereby authorized, established and created an issue of Bonds of the Issuer to be known and designated as the "City of Chicago Multifamily Housing Revenue Bonds (Lorington Apartments Project), Series 2007" in the original aggregate principal amount of $_____. No additional bonds shall be authorized or issued under this Indenture. The Bonds shall be issued for the purpose of making the Loan by depositing such amounts in the various accounts of the Project Fund established hereunder.

Section 3.02. Conditions Precedent to Authentication and Delivery of Bonds. Prior to the initial authentication and delivery of the Bonds, the Trustee shall have received each of the following:

(a) the original executed Note, and executed original counterparts of this Indenture, the other Issuer Documents and the Loan Documents;

(b) confirmation from the Servicer or its counsel that the conditions to initial purchase of Bonds contained in the Construction Disbursement Agreement have been satisfied or waived by Servicer;

(c) a certified copy of the Ordinance;

(d) evidence of the payment of the purchase price of the Bonds and deposit of the Borrower funds required pursuant to Section 5.01(c) of this Indenture;

(e) an opinion of Bond Counsel substantially to the effect that the Bonds constitute legal, valid and binding obligations of the Issuer and that under existing statutes, regulations, rulings and court decisions, the interest on the Bonds is excludable from the gross income of the Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) for federal income tax purposes; and

(f) an original investor letter executed by the initial purchaser(s) of the Bonds, in substantially the applicable form set forth in Exhibit B hereto.

Section 3.03. Registered Bonds. The Bonds shall be in fully registered form and shall be payable in accordance with the provisions hereof and of the Bonds to the Owner thereof as shown on the records maintained by the Trustee.

Section 3.04. Loss, Theft, Destruction or Mutilation of Bonds. In the event a Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate and deliver a new Bond bearing a notation indicating the principal amount outstanding, in exchange for the mutilated Bond, or in substitution for a Bond so destroyed, lost or stolen. In every case of exchange or substitution, the applicant shall furnish to the Issuer and the Trustee (i) such security or indemnity as may be required by them to save them harmless from all risks, however remote, and (ii) evidence to their satisfaction of the mutilation, destruction, loss or theft of a Bond and of the ownership thereof. Upon the issuance of a Bond upon such exchange or substitution, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees, of the Issuer and the Trustee. In case a Bond shall become mutilated or be destroyed, lost or stolen, the Trustee may, instead of authenticating a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the applicant for such payment shall furnish to the Issuer and the Trustee such security or indemnity as they may require to save them harmless and evidence satisfactory to them of the mutilation, destruction, loss or theft of the Bond and of the ownership thereof.

Section 3.05. Terms of Bonds – General.

(a) Registration; Denomination. The Bonds shall be issued in Authorized Denominations. Thereafter, the Bonds shall be issuable in any Authorized Denomination required to effect transfers, exchanges or redemptions permitted or required by this Indenture. The Bonds shall be substantially in the form of Exhibit A hereto, with such amendments and changes as the officer executing the same shall deem appropriate.

(b) Date and Maturity. The Bonds shall be dated the Closing Date. The Bonds shall bear interest from the Closing Date until paid in full, payable for the periods, in the amounts, at the rates, and as provided in Section 3.06 hereof. The Bonds shall mature on the Maturity Date, unless sooner redeemed or accelerated.

(c) Payment. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Trustee. Payments of interest and of principal upon redemption pursuant to Section 4.01(f) hereof shall be mailed by first-class mail to the Owners of the Bonds at their addresses appearing on the records of the Trustee; provided, however, that the payment to the Servicer shall, upon written request of the Servicer, be transmitted by the Trustee by wire transfer or other means requested in writing by the Servicer. Payment of the principal (other than upon redemption pursuant to Section 4.01(f) hereof) of a Bond shall only be made upon surrender of the Bond at the Principal Office of the Trustee. Notwithstanding anything in this Indenture to the contrary, all payments of principal and interest with respect to Bonds owned by the Majority Owner shall, at the request of the Majority Owner, be made by wire transfer to the Majority Owner without the requirement of surrender of such Bonds under any circumstances.

Section 3.06. Interest on the Bonds.

(a) General. The Bonds shall bear interest at the applicable rate provided below. On each Interest Payment Date, interest accrued for the previous Calculation Period shall be payable. While the Bonds bear interest at the Reset Rate, or at an Alternative Rate based on the Reset Rate, interest on the Bonds shall be computed on the basis of a 360-day year, for the number of days actually elapsed. While the Bonds bear interest at the Fixed Rate, or at an Alternative Rate based on the Fixed Rate, interest on the Bonds shall be computed on the basis of a 360-day year of twelve equal months of 30 days each. While the Bonds bear interest at the Taxable Rate, interest on the Bonds shall be computed on the basis of a year of 365 or 366 days, as applicable, and actual days elapsed.

(b) Reserved.

(c) Fixed Rate. During the Fixed Rate Period, the Bonds shall bear interest at the Fixed Rate.

(d) Reset Rate. During the Reset Period, the Bonds shall bear interest at the Reset Rate. Not less than thirty (30) days prior to the Reset Date, the Trustee shall provide notice by first-class mail, postage prepaid, to all Owners (with a copy to the Issuer and the Borrower) at their addresses shown on the bond register providing that the interest rate on the Bonds will be converted to the Reset Rate effective on the Reset Date. Failure to mail any such notice or any defect in the mailing thereof in respect of any Bond shall not affect the validity of the conversion of the interest rate with respect to any Bond. During the Reset Period, the Servicer shall determine a Reset Rate for the Bonds for each day. The Servicer shall give telephonic or facsimile notice (with following written confirmation) prior to each Interest Payment Date to the Trustee and the Borrower of the interest payable on such Interest Payment Date. Absent manifest error, the determination of the Reset Rate by the Servicer shall be conclusive and binding upon the Owners, the Issuer, the Borrower and the Trustee.

(e) Alternative Rate. Following the occurrence of an Event of Default under the Loan Agreement or an Event of Default under this Indenture, the Bonds shall bear interest at the Alternative Rate.

(f) Taxable Rate. If an Initial Notification of Taxability shall occur, the Bonds shall bear interest from the date of such Initial Notification of Taxability at the Taxable Rate. If such Initial Notification of Taxability is reversed by the Internal Revenue Service or a court of competent jurisdiction and a Determination of Taxability has not occurred, then the Bonds shall bear interest from the date of such reversal at the rate applicable to the Bonds prior to the Initial Notification of Taxability and the Bank shall refund to the Borrower on or prior to the next succeeding Bond Payment Date, the excess interest previously paid. This provision shall survive the discharge of this Indenture.

(g) Additional Interest. The Owners of the Bonds shall also be entitled to Additional Interest, which amount, if any, shall be deposited in the Revenue Fund pursuant to the provisions of Section 3.2(b) of the Loan Agreement.

(h) Usury. Notwithstanding any provision of this Indenture to the contrary, in no event shall the interest contracted for, charged or received in connection with the Bonds (including any other costs or considerations that constitute interest under the laws of the State which are contracted for, charged or received pursuant to this Indenture) exceed the maximum rate of nonusurious interest allowed under the laws of the State as presently in effect and to the extent of any increase allowable by such laws. To the extent permitted by law, interest contracted for, charged or received on the Bonds shall be allocated over the entire term of the Bonds, to the end that interest paid on the Bonds does not exceed the maximum amount permitted to be paid thereon by law. Excess interest, if any, provided for in this Indenture, or otherwise, shall be canceled automatically as of the date of such acceleration or, if theretofore paid, shall be credited as principal paid on the Bonds.

Section 3.07. Payment of Principal and Interest on the Bonds. Principal and interest on the Bonds shall be payable in the following manner: commencing the first day of the first month

after the month in which the Closing Date occurs and continuing on each Interest Payment Date thereafter, interest on the Outstanding principal balance of the Bonds at the applicable rate for each series of Bonds shall be due and payable in arrears; and all accrued and unpaid interest shall be due and payable in full on the Maturity Date, if not paid earlier. Each payment of debt service on the Bonds on an Interest Payment Date shall also contain a portion of principal as designated to the Bank by the Servicer and as set forth in the debt service schedule affixed to the Bonds. To the extent more than one Bond is issued and Outstanding at any one time under the terms of this Indenture, payments of principal, interest and premium (if any) on the applicable series of Bonds shall be made in a pro rata manner based on the Outstanding principal amount of such series of Bonds.

Section 3.08. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor, and its corporate seal (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk.

(b) In case any officer of the Issuer whose signature or facsimile signature shall appear on any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices or be so employed. Any Bond may be signed and sealed on behalf of the Issuer by such persons as, at the actual time of the execution of such Bond, shall be duly authorized or hold the proper office in or employment by the Issuer, although at the date of the Bonds such persons may not have been so authorized nor have held such office or employment.

(c) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit under this Indenture unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in such Bond duly executed by the Trustee, by the manual signature of an authorized signatory thereof, and such certificate of the Trustee upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Indenture and that the Owner thereof is entitled to the benefits of this Indenture.

(d) The Bonds, together with premium, if any, and interest thereon, are special, limited obligations of the Issuer, payable solely from the Trust Estate. The Bonds are not an indebtedness of the Issuer or a charge against its general credit or the general credit taxing powers of the State, the Issuer, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Issuer, and neither the Issuer, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on the Bonds, and the Bonds are payable from no other source, but are special, limited obligations of the Issuer, payable solely out of the Trust Estate and receipts of the Issuer derived pursuant to the Agreement. No owner of the Bonds has the right to compel any exercise

of the taxing power of the State, the Issuer or any other political subdivision thereof to pay the Bonds or the interest or premium, if any, thereon.

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds or for any claim based thereon or any obligation, covenant or agreement in this Indenture against any official of the Issuer, or any official, officer, agent, employee or independent contractor of the Issuer or any person executing the Bonds. No covenant, stipulation, promise, agreement or obligation contained in the Bonds, this Indenture or any other document executed in connection herewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, agent or employee of the Issuer in his or her individual capacity and neither any official of the Issuer nor any officers executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 3.09. Negotiability, Transfer and Registry of Bonds.

(a) All the Bonds issued under this Indenture shall be negotiable, subject to the provisions for registration and transfer contained in this Indenture and in the Bonds. So long as this Indenture remains in force, the Trustee, as registrar, shall maintain and keep books for the recordation of the taxpayer identification number of each of the Owners of the Bonds and the registration, transfer and exchange of Bonds. Each Bond shall be transferable only upon the books of registration. The Trustee is hereby appointed registrar, to act as agent of the Issuer for the registration and transfer of Bonds and the maintenance of the books of registration. The Issuer may appoint a successor registrar upon notice by mail to the Trustee and the Owners of the Bonds.

(b) Upon a partial redemption of the Bonds, the Issuer shall execute and the Trustee shall authenticate and deliver new certificates representing the unredeemed portion of the Bonds to be so tendered or redeemed in part, in exchange for the certificates representing the Bonds to be so tendered or redeemed in part. Surrender of Bonds for execution, authentication and delivery of new certificates shall not be a precondition to the redemption of Bonds pursuant to Section 4.01(f) hereof. If a Bond shall be transferred in part, such Bond shall be delivered to the registrar, and the Trustee shall, on behalf of the Issuer, deliver two Bonds in replacement therefor, having the same maturity and interest provisions and in the same aggregate principal amount as the Bond so delivered.

(c) Upon surrender of the Bonds at the Principal Office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Owner or his attorney duly authorized in writing, such Bonds may, at the option of the Owner thereof, be exchanged for an equal aggregate principal amount of Bonds in Authorized Denominations.

(d) The Borrower shall bear all costs in connection with any transfer or exchange of Bonds, including the reasonable fees and expenses of the Issuer, Bond Counsel and the Trustee and of any required indemnity for the Issuer and the Trustee; provided that the costs of any tax or other governmental charge imposed upon such transfer or exchange shall be borne by the Owner of the Bond.

(e) Bonds shall be transferred upon presentation and surrender thereof at the Principal Office of the Trustee by the Owner thereof or his attorney duly authorized in writing with due endorsement for transfer or accompanied by a written instrument of transfer in form satisfactory to the Trustee. All Bonds surrendered in any exchanges or transfers shall forthwith be canceled. For every such exchange or transfer of Bonds, there shall be made a charge sufficient to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Owner requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Trustee shall not be obligated to (i) authenticate, exchange or transfer any Bond during a period beginning at the opening of business on any Record Date and ending at the close of business on the next succeeding Interest Payment Date, (ii) authenticate, exchange or transfer any Bond during a period beginning at the opening of business 15 days next preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the first giving of notice of such redemption, or (iii) transfer or exchange any Bonds called or being called for redemption in whole or in part.

(f) The Bonds may be transferred in whole or in part by any Owner only as follows:

(1) to the Borrower, any subsidiary of the initial Owner, any Affiliate of the Owner, any entity arising out of any merger or consolidation of the Owner, or a trustee in bankruptcy of the Owner, in any case (except for a transfer to the Borrower) meeting the requirements of (2), (3) or (4) below;

(2) to any "accredited investor" (as defined in Regulation D promulgated under the Securities Act of 1933, as amended) or any "qualified institutional buyer" (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended);

(3) to any bank, savings institution or insurance company (whether acting in a trustee or custodial capacity for any "accredited investor" as defined in clause (2), above, "qualified institutional buyer" or on its own behalf); or

(4) to any trust or custodial arrangement each of the beneficial owners of which is required to be an "accredited investor" or "qualified institutional buyer;" (as defined in clause (2), above).

Any transfer of Bonds described in clauses (2) or (4) of this Section 3.09(f) shall be conditioned upon delivery by the proposed transferee to the Trustee of an investor letter in substantially the form set forth in Exhibit B hereto and a written indemnity against all liability the Issuer and the Trustee may incur in connection with the transfer of such Bonds.

(g) In addition to any transfer permitted by Section 3.09(f), the Bonds may be transferred, in whole or in part:

(1) to one or more Owners upon receipt by the Issuer, each Owner making such transfer, and the Trustee of (i) any disclosure document which is prepared in

connection with such transfer of any Bond, in such form acceptable to the Issuer and accompanied by an opinion of Bond Counsel in a form satisfactory to the Issuer regarding the information contained in such disclosure document, (ii) evidence that each such Bond is rated "A" or better by one of S&P or Moody's, and (iii) an opinion of Bond Counsel to the effect that (A) the exemption of the Bonds or any securities evidenced thereby from the registration requirements of the Securities Act of 1933, as amended, and the exemption of this Indenture from qualification under the Trust Indenture Act of 1939, as amended, will not be impaired as a result of such transfer, and (B) such transfer will not adversely affect the exclusion of interest accrued on the Bonds from gross income of the Owners thereof (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) for federal income tax purposes; or

(2) to any trust, custodial or similar arrangement the ownership interests in which are to be distributed through the issuance of (A) securities that are registered under the Securities Act of 1933, as amended, and/or are exempt from the registration requirements of the Securities Act of 1933, as amended, and are rated "A" by [S&P]//[Moody's] (or an equivalent rating by another nationally recognized rating agency) or better, without respect to modifier, or securities the pass-through payments on which are guaranteed by an insurer or guarantor, the unsecured long-term obligations of which are rated "A" by [S&P]//[Moody's] (or an equivalent rating by another nationally recognized rating agency) or better, without respect to modifier, or (B) non-investment-grade securities representing a residual interest in such trust, custodial or similar arrangement that may only be transferred in transactions that are exempt from the registration requirements of the Securities Act of 1933, as amended.

Section 3.10. Ownership of Bonds. The Issuer, the Trustee and any other Person may treat the registered owner of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or redemption price of and interest on such Bond and for all other purposes whatsoever, and payment of the principal or redemption price, if any, of and interest on any such Bond shall be made only to, or upon the order of, such registered owner. All such payments to such registered owner shall be valid and effectual to satisfy and discharge the liability of the Issuer upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor any Trustee shall be affected by any notice to the contrary.

Section 3.11. Payments on Bonds Due on Non-Business Days. In any case where any Bond Payment Date shall be a day other than a Business Day, then payment of the Bonds need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the Bond Payment Date, and no interest shall accrue for the period after such date.

Section 3.12. Registration of Bonds in the Book-Entry Only System.

(a) Notwithstanding any provision herein to the contrary, the provisions of this Section 3.12 and the Representation Letter (as defined below) shall apply with respect to any Bond registered to Cede & Co. or any other nominee of The Depository Trust Company ("DTC")

while the Book-Entry Only System (meaning the system of registration described in paragraph (b) of this Section 3.12) is in effect. The Book-Entry Only System shall become effective thirty (30) days after the Owners of all the Bonds provide notice in writing to the Trustee, the Borrower, and the Issuer, subject to the provisions below concerning termination of the Book-Entry Only System. Until all of the Owners of the Bonds provide such notice, the Book-Entry Only System shall not be in effect.

(b) Upon the effectiveness of the Book-Entry Only System, the Issuer shall execute and deliver, and the Trustee shall transfer and exchange Bond certificates for a separate single authenticated fully registered Bond for each stated maturity in substantially the form provided for in Exhibit A hereto. Any legend required to be on the Bonds by DTC may be added by the Trustee. On the date of delivery thereof, the Bonds shall be registered in the registry books of the Trustee in the name of Cede & Co., as nominee of DTC as agent for the Issuer in maintaining the Book-Entry Only System. With respect to Bonds registered in the registry books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the Issuer, the Borrower, and the Trustee shall have no responsibility or obligation to any Participant (which means securities brokers and dealers, banks, trust companies, clearing corporations and various other entities, some of whom or their representatives own DTC) or to any Beneficial Owner (which means, when used with reference to the Book-Entry Only System, the Person who is considered the Beneficial Owner of the Bonds pursuant to the arrangements for book entry determination of ownership applicable to DTC) with respect to the following: (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to or from any Participant, any Beneficial Owner or any other Person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption or tender (whether mandatory or optional), or (iii) the payment to any Participant, any Beneficial Owner or any other Person, other than DTC, of any amount with respect to the principal or premium, if any, or interest on the Bonds. The Trustee shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of DTC, and all such payments shall be valid and effective fully to satisfy and discharge the Issuer's obligations with respect to the principal of any premium, if any, and interest on Bonds to the extent of the sum or sums so paid. No Person other than DTC or its agent shall be entitled to receive an authenticated Bond evidencing the obligation of the Issuer to make payments of principal and premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(c) Upon receipt by the Trustee of written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities, the Issuer shall issue and the Trustee shall transfer and exchange Bonds as requested by DTC in appropriate amounts and in authorized denominations, and whenever DTC requests the Issuer and the Trustee to do so, the Trustee and the Issuer will, at the expense of the Borrower, cooperate with DTC in taking appropriate action after reasonable notice (i) to arrange for a substitute bond depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available for transfer and exchange Bonds registered in whatever name or names and in whatever authorized denominations as DTC shall designate.

(d) In the event the Beneficial Owners subsequently determine that the Beneficial Owners should be able to obtain Bond certificates, the Beneficial Owners may so notify DTC and the Trustee, whereupon DTC will notify the Participants of the availability through DTC of Bond certificates. In such event, the Issuer shall issue and the Trustee shall, at the expense of the Beneficial Owners, transfer and exchange Bond certificates as requested by DTC in appropriate amounts and in authorized denominations. Whenever DTC requests the Trustee to do so, the Trustee will, at the expense of the Beneficial Owners, cooperate with DTC in taking appropriate action after reasonable notice to make available for transfer and exchange Bonds registered in whatever name or names and in whatever authorized denominations as DTC shall designate.

(e) Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Letter of Representation to be delivered by the Borrower and the Trustee to DTC.

(f) Notwithstanding any provision herein to the contrary, so long as the Bonds outstanding are held in the Book-Entry Only System, if less than all of such Bonds of a maturity are to be redeemed upon any redemption of Bonds hereunder, the particular Bonds or portions of Bonds to be redeemed shall be selected by DTC in such manner as DTC may determine.

(g) So long as the Book-Entry Only System is in effect, a Beneficial Owner who elects to have its Bonds purchased pursuant to this Indenture shall effect delivery by causing a Participant to transfer the Beneficial Owner's interest in the Bonds pursuant to the Book-Entry Only System. The requirement for physical delivery of Bonds in connection with a demand for purchase or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred in accordance with the Book-Entry Only System.

ARTICLE IV.

REDEMPTION OF BONDS

Section 4.01. Mandatory Redemption. The Bonds shall be subject to mandatory redemption, and shall be redeemed prior to maturity, as follows:

(a) in part on the first Interest Payment Date for which notice can be given to Bondholders in accordance with this Indenture from amounts transferred pursuant to Section 5.03 hereof; or

(b) in whole or in part on the first Interest Payment Date for which adequate notice can be given in accordance with this Indenture after and to the extent that Insurance Proceeds or a Condemnation Award in connection with the Project are deposited in the Insurance and

Condemnation Account of the Project Fund and are not to be used to repair or restore the Project (which unused Condemnation Award or Insurance Proceeds shall be applied first to the redemption of Bonds, unless all of the Owners shall have approved a proposed alternative application of such funds and the Trustee and the Servicer shall have received an opinion of Bond Counsel to the effect that such proposed alternative application of such funds will not adversely affect the exclusion from gross income of interest on the Bonds to the Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code); or

(c) in whole on the first Interest Payment Date for which notice can be given to the Bondholders in accordance with this Indenture following receipt by the Trustee of notice from the Servicer demanding such redemption, following a Determination of Taxability; or

(d) in whole on any specified Interest Payment Date on or after the Reset Date (i.e., the seventeenth anniversary of the date of issuance of the Bonds), if the Owners of all of the Bonds elect redemption by giving not less than 180 days' prior written notice thereof to the Trustee and the Borrower, which notice shall specify the Interest Payment Date on which the Bonds are to be redeemed; or

(e) in part on the first day of each calendar month as set forth in Exhibit C to this Indenture (as it may be amended from time to time in accordance with Section 4.07(b)), in the amount set forth opposite such date in Exhibit C; or

(f) in whole, following receipt by the Trustee of notice from the Servicer stating that an Event of Default has occurred under the Loan Agreement or the Construction Disbursement Agreement and demanding redemption of the Bonds, on any date selected by the Servicer, specified in a notice in writing delivered to the Borrower at least ten (10) days prior to such date.

Section 4.02. Redemption Price of Bonds Redeemed Pursuant to Mandatory Redemption. Any Bonds being redeemed before maturity in accordance with Section 4.01 of this Indenture shall be redeemed at a redemption price equal to the principal amount of the Bonds being redeemed, together with accrued interest to the date of redemption, plus (a) the Prepayment Equalization Payment, if redemption is under Section 4.01(b), (c) or (d) and occurs prior to the Reset Date, and (b) Additional Interest, if redemption is under Section 4.01(c).

Section 4.03. Optional Redemption. The Bonds shall be subject to redemption from the proceeds of an optional prepayment of the Loan by the Borrower in whole, but not in part, on any Interest Payment Date during the Reset Period, in each case at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption.

Section 4.04. Purchase in Lieu of Redemption. At the election of the Borrower upon a redemption in whole of the Bonds, by written notice to the Trustee and the Servicer given not less than five (5) Business Days in advance of such redemption date, the Bonds will be deemed tendered for purchase in lieu of the redemption on such date. The purchase price of Bonds so

purchased in lieu of redemption shall be the principal amount thereof together with all accrued and unpaid interest to the date of redemption and shall be payable on the date of redemption thereof. Bonds so purchased in lieu of redemption shall remain Outstanding and shall be registered to or upon the direction of the Borrower.

Section 4.05. Notice of Redemption.

(a) Notice of redemption shall be given by the Trustee to the Owners and Borrower by facsimile transmission or other similar electronic means of communication, promptly confirmed in writing, not less than ten (10) Business Days prior to the date fixed for redemption; provided, however, that no notice of redemption shall be required to be given to the Owners for a redemption pursuant to Section 4.01(e) and (f) of this Indenture during such time as there is a single Owner of all the Bonds. Receipt of such notice of redemption shall not be a condition precedent to such redemption, and failure to so notify any of such registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds.

(b) Notice of redemption having been given as provided in subsection (a) of this Section 4.05 and all conditions precedent, if any, specified in such notice having been satisfied, the Bonds or portions thereof so to be redeemed shall become due and payable on the date fixed for redemption at the redemption price specified therein plus any accrued interest to the redemption date, and upon presentation and surrender thereof at the place specified in such notice, such Bonds or portions thereof shall be paid at the redemption price, plus any accrued interest to the redemption date. On and after the redemption date (unless funds for the payment of the redemption price and accrued interest shall not have been provided to the Trustee), (i) such Bonds shall cease to bear interest and (ii) such Bonds shall no longer be considered as Outstanding under this Indenture.

Section 4.06. Selection of Bonds To Be Redeemed.

(a) Except as otherwise expressly set forth herein, if less than all the Bonds are to be redeemed, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Trustee, in such manner as the Trustee in its sole discretion may deem fair and appropriate so that Bonds are redeemed, as nearly as practicable, from each Owner, if there is more than one Owner, on a pro rata basis according to the principal amount of Bonds represented by each Bond Outstanding.

(b) In making such selection, the Trustee may treat each Bond to be redeemed as representing that number of Bonds of the lowest Authorized Denomination as is obtained by dividing the principal amount of such Bond by such Authorized Denomination.

Section 4.07. Partial Redemption of Registered Bonds.

(a) In case part but not all of a Bond shall be selected for redemption, upon presentation and surrender at the Principal Office of the Trustee of such Bond by the Owner thereof or his attorney duly authorized in writing (with due endorsement for transfer or

accompanied by a written instrument of transfer in form satisfactory to the Trustee), the Issuer shall execute and the Trustee shall authenticate and deliver to or upon the order of such Owner, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds, at the option of such Owner, of any Authorized Denomination of like tenor, or if less than the minimum Authorized Denomination, an amount necessary to equal the unredeemed portion of the principal amount of the Bond; provided, however, that such surrender of Bonds shall not be required for payment of the redemption price pursuant to Sections 4.01(e) or 4.01(f) hereof. For all purposes of this Indenture (including exchange and transfer), the Bond so issued in less than a minimum Authorized Denomination shall be deemed to have been issued in an Authorized Denomination. Bonds so presented and surrendered shall be canceled in accordance with this Indenture.

(b) In the event of a partial redemption of Bonds other than pursuant to Section 4.01(e) of this Indenture, the mandatory sinking fund schedule set forth on the schedule attached as Exhibit C to this Indenture (as it may have been previously adjusted in accordance with this Section 4.07(b)) shall be adjusted to provide for approximately equal monthly payments of principal and interest at the applicable rate hereunder (taking into account minimum denominations of the Bonds) on the Bonds remaining Outstanding after taking into account such partial redemption; the Servicer shall provide the Trustee with a new schedule reflecting such adjustment.

ARTICLE V.

ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS, APPLICATION THEREOF AND SECURITY THEREFOR

Section 5.01. Establishment of Funds and Accounts; Application of Proceeds of the Bonds; and Other Amounts.

(a) The following Funds and Accounts are hereby created and established as special trust funds:

(i) the Project Fund, consisting of:

(A) the Loan Account;

(B) the Costs of Issuance Account;

(C) the Insurance and Condemnation Proceeds Account;

(D) the **[Equity Account]**; and

(E) the Capitalized Interest Account

(ii) the Replacement Reserve Fund;

(iii) the Operating Reserve Fund;

(iv) the Tax and Insurance Fund;

(v) the Revenue Fund; and

(vi) the Rebate Fund.

(b) All the Funds and Accounts created by subsection (a) of this Section 5.01 shall be held by the Trustee in trust for application only in accordance with the provisions of this Indenture.

(c) The proceeds from the sale of the Bonds ($_____), together with the initial equity contribution of the Borrower ($_____) shall be applied as follows:

(i) $_____, representing a portion of the proceeds of the sale of the Bonds, shall be deposited in the Loan Account of the Project Fund;

(ii) $_____, representing a portion of the initial installment of the initial equity contribution of the Borrower shall be deposited in the Capitalized Interest Account;

(iii) $_____, representing a portion of the initial equity contribution of the Borrower and $_____, representing a portion of the proceeds of the sale of the Bonds, for a total of $_____ shall be deposited in the Costs of Issuance Account of the Project Fund; and

(iv) **[$_____, representing the balance of the initial equity contribution of the Borrower shall be deposited in the [Equity Account] of the Project Fund.]**

Section 5.02. Project Fund.

(a) Deposit of Moneys. The amounts specified in Section 5.01(c) shall be deposited in the Loan Account, the Capitalized Interest Account, the Costs of Issuance Account and the **[Equity Account]** of the Project Fund. Additional capitalized interest deposited by the Borrower in connection with any extension of the Completion Date shall be deposited in the Capitalized Interest Account of the Project Fund. Any amounts received by the Trustee from the Guarantor, and any amounts received by the Trustee from the Borrower in response to demands by the Trustee or the Servicer for deposits of Borrower's funds shall be deposited in the **[Equity Account]** of the Project Fund. All Condemnation Awards and Insurance Proceeds shall be deposited in the Insurance and Condemnation Proceeds Account of the Project Fund. Any other funds directed by the Issuer, the Servicer or the Borrower to be deposited in the Project Fund which are not required to be otherwise deposited or disbursed shall be so deposited by the Trustee upon receipt of funds and such direction.

(b) Use of Moneys.

(i) Loan Account and [Equity Account]. The Trustee shall make payments from the Loan Account for the purpose of paying the Qualified Costs of the Project. **[The Trustee shall make payments from the [Equity Account] to pay (A) all costs of acquisition, construction, rehabilitation and equipping of the Project other than Qualified Costs of the Project and (B) to the extent amounts on deposit in the Loan Account are insufficient for such purposes, all Qualified Costs of the Project. Disbursements from the Loan Account and the [Equity Account] shall be made by the Trustee upon receipt of a Requisition, executed by an Authorized Representative of the Borrower and approved by an Authorized Representative of the Servicer.]**

(ii) Capitalized Interest. On the last Business Day immediately preceding each Interest Payment Date up to and including the Completion Date, the Trustee shall transfer funds from the Capitalized Interest Account to the Revenue Fund to pay interest on the Bonds accruing up to and including the Completion Date without submission of any Requisition. After the Completion Date, amounts held in the Capitalized Interest Account shall be applied to pay Project Costs, transferred to the Revenue Fund for application to the payment of amounts due in respect to the Bonds, or, as further provided in Section 5.03 hereof, released to the Borrower, in each case upon the written direction of the Servicer to the Trustee (a copy of which shall be provided to the Borrower). Notwithstanding the foregoing, amounts shall not be released to the Borrower until it is confirmed that there are no fees or expenses unpaid then due and owing to the Issuer or the Trustee.

(iii) [Reserved.]

(iv) Costs of Issuance Account. Amounts in the Costs of Issuance Account shall be disbursed by the Trustee on the Closing Date and thereafter only to pay costs of issuance of the Bonds pursuant to a closing statement signed by the Borrower and the Servicer identifying the amount to be paid and the payee. **[Amounts remaining in the Costs of Issuance Account (including investment proceeds) after the payment of all costs of issuance, and in any event not later than thirty (30) days following the Closing Date, shall be transferred to the [Equity Account] of the Project Fund.]**

(v) Insurance and Condemnation Proceeds Account. The Trustee shall make all disbursements from the Insurance and Condemnation Proceeds Account only upon the receipt by the Trustee of the written request of the Borrower accompanied by the written approval of the Servicer and in accordance with the provisions of Section 5.04 hereof.

(vi) Acceleration. Upon the occurrence and continuation of an Event of Default hereunder and an acceleration of the Bonds pursuant thereto, all moneys and investments in the Project Fund shall be transferred to the Revenue Fund and applied to the payment of the Bonds.

(c) Requisitions. The Trustee may rely fully on the representations of the Borrower contained in any Requisition, and upon the written approval of the Servicer set forth on any Requisition, delivered pursuant to the Loan Agreement, this Indenture and the Construction Disbursement Agreement, and shall not be required to make any investigation or inspection of the Project in connection therewith.

Section 5.03. Use of Moneys Following Completion and Stabilization. Moneys (including investment proceeds but net of amounts to be retained to pay Qualified Costs of the Project (i) incurred but not then due and payable or (ii) allocated to construction contingency, marketing or operating expenses after the Completion Date) held in the Loan Account shall be transferred immediately after the Completion Date to the Revenue Fund for application to the redemption of Bonds pursuant to Section 4.01(a) of this Indenture. **[Moneys held in the [Equity Account] shall be released to or upon the order of the Borrower, when the Servicer has notified the Trustee that all of the following conditions have been satisfied or waived by the Servicer: (i) the Borrower has obtained, and applied to costs of the Project in accordance with the requirements of the Construction Disbursement Agreement, all funds required to be paid by the Borrower pursuant to the Construction Disbursement Agreement; and (ii) Stabilization has occurred. Notwithstanding the foregoing, amounts shall not be released to the Borrower until it is confirmed that there are no unpaid fees or expenses then due and owing to the Issuer or the Trustee.]**

Section 5.04. Condemnation Awards and Insurance Proceeds.

(a) Moneys representing a Condemnation Award or Insurance Proceeds shall be deposited into the Insurance and Condemnation Proceeds Account of the Project Fund, and notice of such deposit thereof shall be given by the Trustee to the Servicer.

(b) To the extent there has been a determination pursuant to the Loan Documents to restore the Project, such Condemnation Award or Insurance Proceeds as have been approved for disbursement by the Servicer shall be disbursed by the Trustee to or for the account of the Borrower, in accordance with terms, conditions and procedures specified by the Servicer, for application by the Borrower for such purposes in accordance with the provisions of the Loan Documents.

(c) In the event there is a determination pursuant to the Loan Documents not to restore the Project, such Condemnation Award or Insurance Proceeds shall be either (i) transferred to the Revenue Fund and applied to the redemption of Bonds in accordance with Section 4.01(c) hereof, or (ii) released to the Borrower if the Borrower obtains an opinion of Bond Counsel that such release will not affect the excludability of the interest on the Bonds from gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) for federal income tax purposes, all in accordance with written direction of the Servicer to the Trustee and subject to the provisions of the Loan Documents. Notwithstanding the foregoing, no amounts shall be released to the Borrower until it is confirmed that there are no unpaid fees or expenses then due and owing to the Issuer or the Trustee.

Section 5.05. Replacement Reserve Fund. There shall be deposited in the Replacement Reserve Fund all moneys received for such purpose by the Issuer or the Trustee from the Borrower pursuant to Section 5.22(c) of the Loan Agreement or transferred pursuant to Section 5.08 of this Indenture. Moneys in the Replacement Reserve Fund shall be disbursed by the Trustee only upon receipt of a written request therefor executed by the Authorized Representative of the Borrower and approved by the Servicer (to the extent required under the Loan Agreement) to be applied to repairs of or replacements in part of the Project, except that upon the occurrence and continuation of an Event of Default hereunder and an acceleration of the Bonds pursuant hereto, all moneys and investments in the Replacement Reserve Fund (other than moneys held to pay costs required to be paid but not yet payable) shall be transferred to the Revenue Fund and applied to the payment of the Bonds. Upon the payment in full of the Bonds and the fees and expenses of the Issuer, the Majority Owner, the Servicer and the Trustee and upon payment of amounts payable to the United States pursuant to Section 5.09 hereof, any amounts remaining in the Replacement Reserve Fund shall be paid to the Borrower as soon as practicable upon its written request therefor. Notwithstanding the foregoing, no amounts shall be released to the Borrower until it is confirmed that there are no unpaid fees or expenses then due and owing to the Issuer or the Trustee.

Section 5.06. Tax and Insurance Fund. There shall be deposited in the Tax and Insurance Fund all moneys received for such purpose by the Issuer or the Trustee from the Borrower pursuant to Section 5.22(h) of the Loan Agreement or transferred pursuant to Section 5.08 of this Indenture. Moneys in the Tax and Insurance Fund shall be applied to payment of real estate taxes and insurance premiums at the direction of the Servicer. Upon the occurrence and continuation of an Event of Default hereunder and an acceleration of the Bonds pursuant hereto, all moneys and investment in the Tax and Insurance Fund (other than moneys held to pay costs required to be paid but not yet payable) shall be transferred to the Revenue Fund and applied to the payment of the Bonds. Upon the payment in full of the Bonds and the fees and expenses of the Issuer, the Majority Owner, the Servicer and the Trustee, and upon payment of amounts payable to the United States pursuant to Section 5.09 hereof, any amounts remaining in the Tax and Insurance Fund shall be paid to the Borrower as soon as practicable upon its written request therefor. Notwithstanding the foregoing, no amounts shall be released to the Borrower until it is confirmed that there are no unpaid fees or expenses then due and owing to the Issuer or the Trustee.

Section 5.07. Operating Reserve Fund. There shall be deposited in the Operating Reserve Fund all moneys received for such purpose by the Issuer or the Trustee from the Borrower pursuant to Section 5.22(i) of the Loan Agreement or transferred pursuant to Section 5.08 of this Indenture. Moneys in the Operating Reserve Fund shall be disbursed by the Trustee only upon receipt of a written request therefor executed by the Authorized Representative of the Borrower and approved by the Servicer to be applied to costs of operation of the Project, except that upon the occurrence and continuation of an Event of Default hereunder and an acceleration of the Bonds pursuant hereto, all moneys and investments in the Operating Reserve Fund (other than moneys held to pay costs required to be paid but not yet payable) shall be transferred to the Revenue Fund and applied to the payment of the Bonds. Upon the payment in full of the Bonds

and the fees and expenses of the Issuer, Majority Owner, the Servicer and the Trustee and upon payment of amounts payable to the United States pursuant to Section 5.09 hereof, any amounts remaining in the Operating Reserve Fund shall be paid to the Borrower as soon as practicable upon its written request therefor. Notwithstanding the foregoing, no amounts shall be released to the Borrower until it is confirmed that there are no unpaid fees or expenses then due and owing to the Issuer or the Trustee.

Section 5.08. Revenue Fund.

(a) There shall be deposited in the Revenue Fund all amounts transferred from the Project Fund or received from the Borrower pursuant to Section 3.2 of the Loan Agreement with respect to the Loan Documents or from the Guarantor under the Guaranty, including payments of interest and principal and voluntary and involuntary prepayments of the Loan and investment earnings on investments held in the Funds and Accounts created by this Indenture (except as otherwise provided in Section 5.09 and Section 5.11).

(b) Amounts in the Revenue Fund shall be applied to the following items in the following order of priority:

(i) on each Interest Payment Date, to the payment of interest on the Bonds;

(ii) on each Bond Payment Date, to the payment of the principal of or redemption price (or purchase price in the event of an election of Borrower under Section 4.04) of, interest on, and any Prepayment Equalization Payment or Additional Interest due with respect to, the Bonds;

(iii) on the first day of each month, to the payment of any required deposit in the Tax and Insurance Fund;

(iv) on the first day of each month, to the payment of any required deposit in the Replacement Reserve Fund;

(v) on the first day of each month, to the payment of any required deposit in the Operating Reserve Fund;

(vi) on the first day of each month, to the payment of the fees of the Issuer, the Trustee, the Majority Owner and the Servicer, if any [(including any extension fee due and owing under Section 3.2(b) of the Loan Agreement)], due and owing under the Loan Documents and this Indenture;

(vii) on the first day of each month, to the payment of any other amounts then due and owing under the Loan Documents; and

(viii) on the first day of each month, to the Borrower or such other party as may be legally entitled thereto.

(c) Upon the payment in full of the Bonds and the fees and expenses of the Issuer and the Trustee and the payment of amounts payable to the United States pursuant to Section 5.09 hereof, any amounts remaining in the Revenue Fund (except amounts held for future payment to the United States pursuant to Section 5.09 hereof) shall be paid to the Borrower.

Section 5.09. Rebate Fund.

(a) The Rebate Fund shall be held and applied as provided in this Section 5.09. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment, to the extent required under the Code and as calculated by the Rebate Analyst, for payment to the United States Government. None of the Issuer, the Borrower or the Owners shall have any rights in or claim to such moneys. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Borrower's Tax Certificate.

(b) The Trustee shall make information regarding the Bonds and the investments hereunder available to the Borrower promptly upon written request, shall make deposits to and disbursements from the Rebate Fund in accordance with the directions received from the Authorized Representative of the Borrower, shall invest moneys in the Rebate Fund pursuant to said directions and shall deposit income from such investments pursuant to said directions, and shall make payments to the United States of America in accordance with written directions received from the Borrower.

(c) Notwithstanding any provision of this Indenture to the contrary, the Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code or any applicable Treasury regulation (the "**Arbitrage Rules**"), including, without limitation, the calculation of amounts required to be paid to the United States under the provisions of the Arbitrage Rules and the fair market value of any investment made hereunder, it being understood and agreed that the sole obligation of the Trustee with respect to investments of funds hereunder shall be to invest the moneys received by the Trustee pursuant to the written instructions of the Authorized Representative of the Borrower given in accordance with Section 5.10 hereof. The Trustee shall have no responsibility for determining whether or not the investments made pursuant to the direction of the Borrower or any of the instructions received by the Trustee under this Section comply with the requirements of the Arbitrage Rules and shall have no responsibility for monitoring the obligations of the Borrower or the Issuer for compliance with the provisions of the Indenture with respect to the Arbitrage Rules.

(d) Notwithstanding any provision of this Indenture to the contrary, the obligation to remit payment of the rebate amount to the United States and to comply with all other requirements of this Section 5.09 shall survive the defeasance or payment in full of the Bonds.

(e) Any funds remaining in the Rebate Fund after redemption and payment of all of the Bonds, payment and satisfaction of any Rebate Requirement, or provision made therefor satisfactory to the Trustee, and the payment of any fees or amounts due and owing to the Issuer and the Trustee, shall be withdrawn and remitted to the Borrower.

(f) The Trustee, at the expense of the Borrower, shall obtain and keep such records of the computations made pursuant to this Section 5.09 as are required under Section 148(f) of the Code. The Trustee shall keep and make available to the Borrower such records concerning the investments of the gross proceeds of the Bonds and the investments of earnings from those investments as may be requested by the Borrower in order to enable the Borrower to cause the Rebate Analyst to make the aforesaid computations as are required under Section 148(f) of the Code.

(g) Notwithstanding the foregoing, the computations and payments of rebate amounts referred to in this Section 5.09 need not be made if there shall have been delivered to the Trustee, the Issuer and the Servicer an opinion of Bond Counsel to the effect that such withdrawal and payment are not necessary in order to establish or maintain the exclusion from gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) of interest on the Bonds. In the event Bond Counsel so opines, the moneys on deposit in the Rebate Fund shall be applied to such purpose as the Borrower shall direct provided that (i) the Borrower shall deliver to the Issuer, the Trustee and the Servicer an opinion of Bond Counsel to the effect that such application will not adversely affect the exclusion from gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) of interest on the Bonds for purposes of federal income taxation, and (ii) the Borrower shall have no other amounts due and owing to the Issuer and the Trustee.

Section 5.10. Moneys Held in Trust; Investment of Moneys.

(a) All moneys from time to time received by the Trustee and held in the Funds and Accounts created hereby (other than the Rebate Fund) shall be held in trust as security for the benefit of the Owners of the Bonds. All such moneys, including the moneys held in the Rebate Fund, shall be invested as provided in this Indenture.

(b) Any such investments shall be held by or under the control of the Trustee. A sufficient amount of such investments shall be liquidated whenever the cash balance in any Fund or Account is insufficient to pay an approved Requisition when presented. Any moneys held as a part of the Funds shall be invested or reinvested, to the extent permitted by law, in Investment Securities at the request of and as directed in writing by an Authorized Representative of the Borrower.

Section 5.11. Investment Earnings. Earnings on investments held in the Capitalized Interest Account, the Loan Account, the **[Equity Account]** and the Insurance and Condemnation Proceeds Account shall be retained in the Capitalized Interest Account, the Loan Account, the **[Equity Account]** and the Insurance and Condemnation Proceeds Account, respectively, for application pursuant to Sections 6.02 and 6.03 hereof. Earnings on all investments held in the Revenue Fund shall be retained in the Revenue Fund for application pursuant to Section 5.08 hereof. Earnings on investments held in the Replacement Reserve Fund, the Operating Reserve

Fund, the Tax and Insurance Fund and the Rebate Fund shall be retained therein and applied in the manner prescribed by Sections 5.05, 5.06, 5.07 and 5.09 hereof, respectively.

Section 5.12. Covenants Respecting Arbitrage and Rebate. The Trustee shall keep and make available to the Borrower such records concerning the investment of the gross proceeds of the Bonds and the investments of earnings from those investments as may be requested by the Borrower in order to enable the Borrower to fulfill the requirements of Section 148(f) of the Code.

Section 5.13. Records. The Trustee shall keep and maintain adequate records pertaining to the Funds and Accounts established hereunder, including all deposits to and disbursements from said funds and accounts. The Trustee shall retain in its possession all certifications and other documents presented to it, all such records and all records of principal and interest paid on the Bonds, subject to the inspection of the Borrower, the Issuer, the Trustee and the Owners of the Bonds and their representatives at all reasonable times and upon reasonable prior notice.

Section 5.14. Reports From the Trustee. The Trustee shall, on or before the tenth (10th) day of each month and annually, file with the Servicer, the Borrower and the Issuer a statement setting forth in respect to the preceding calendar month or year:

(a) the amount withdrawn or transferred by it and the amount deposited within or on account of each Fund and Account held by it under the provisions of this Indenture, including the amount of investment income on each Fund and Account;

(b) the amount on deposit with it at the end of such month to the credit of each Fund and Account;

(c) a brief description of all obligations held by it as an investment of moneys in each such Fund and Account;

(d) the amount applied to the purchase or redemption of Bonds and a description of the Bonds or portions of Bonds so purchased or redeemed; and

(e) any other information which the Borrower, the Servicer or the Issuer may reasonably request and to which the Trustee has access in the ordinary course of its operations.

(f) Upon the written request of any Owner or Owners of twenty-five percent (25%) or more in aggregate principal amount of Bonds then Outstanding, the Trustee, at the cost of the Borrower, shall provide a copy of such statement to the Owners of the Bonds. All records and files pertaining to the Trust Estate shall be open at all reasonable times to the inspection of the Servicer and its agents and representatives upon reasonable prior notice.

ARTICLE VI.

DEFAULT PROVISIONS; REMEDIES

Section 6.01. Events of Default. Each of the following events is hereby declared an **"Event of Default"** under this Indenture:

(a) The failure to pay any installment of principal or the redemption price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;

(b) During the Reset Period, the failure to pay any installment of interest on any Bond payable hereunder within five (5) calendar days after the Borrower's receipt of notice of the amount due and payable; or

(c) During the Fixed Rate Period, the failure to pay any installment of interest on any Bond when and as the same shall become due and payable; or

(d) The failure by Issuer to perform or observe any other covenant, agreement or condition on its part contained in this Indenture or in the Bonds, and such failure shall continue for a period of sixty (60) days after written notice thereof to the Issuer and the Borrower by the Trustee or by the Owners of not less than twenty-five percent (25%) in principal amount of the Bonds Outstanding.

(e) Default in the timely payment of any fees payable to the Issuer and the continuance thereof for a period of thirty (30) days after written notice to the Trustee, the Borrower and the Servicer has been given by the Issuer, which default shall not be subject to waiver by the Servicer or the Trustee; or

(f) The Trustee shall have received written notice from the Issuer that a default under the Regulatory Agreement has occurred and is continuing past any applicable notice and cure periods.

Section 6.02. Remedies.

(a) Except as otherwise provided in this Article, the Trustee shall take only such actions in respect of an Event of Default as it shall be directed in writing to take by the Servicer; provided, however, that following an Event of Default arising under Section 6.01(d), the Issuer shall have the right to direct in writing that the Trustee declare all Outstanding Bonds to be immediately due and payable pursuant to (i) of the succeeding sentence. Such actions may include the following:

(i) Declaration of all Outstanding Bonds to be immediately due and payable, whereupon such Bonds shall become and be immediately due and payable, anything in the Bonds or in this Indenture to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment and all unpaid interest on the Bonds on the date of payment.

(ii) Implementation of actions for the recovery of the amounts due on the Note, the Loan Agreement and the other Loan Documents;

(iii) Foreclosure or realization upon the collateral held by the Trustee for the obligations of the Borrower under the Loan Documents;

(iv) Implementation of such other rights and remedies as may be available under the Loan Documents, the Guaranty or applicable law.

(b) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Indenture, the Trustee, if so directed by the Servicer (or in the case of an Event of Default arising under Section 6.01(d), the Issuer), shall annul such declaration and its consequences with respect to any Bonds not then due by their terms. In such event, the Issuer, the Borrower, the Trustee and all of the Owners shall be restored to the same position as before the occurrence of the Event of Default. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 6.03. Additional Remedies and Enforcement of Remedies. Upon the occurrence and continuation of any Event of Default, the Trustee, if and to the extent directed by the Servicer, may proceed forthwith to protect and enforce its rights and the rights of the Owners under the Bonds and this Indenture by such suits, actions or proceedings as the Servicer, in its sole discretion, shall deem expedient; provided, however, that the Trustee shall exercise or refrain from exercising such rights, and shall take only such actions or refrain from taking such actions, as may be directed or approved by the Issuer in writing with respect to Events of Default under Section 6.01(d) hereof (except that the Trustee may exercise such rights with or without joinder of, but if necessary in the name of, the Issuer).

Section 6.04. Application of Revenues and Other Moneys After Default.

(a) If an Event of Default shall occur and shall not have been remedied, the Trustee shall transfer to the Revenue Fund (i) forthwith, all moneys and securities then held in any other Fund or Account under this Indenture other than amounts held in the Rebate Fund and (ii) as promptly as practicable after receipt thereof, all revenues and other payments or receipts pledged under this Indenture and all proceeds realized as a result of remedial action under the Loan Documents, the General Partner Documents and the Guaranty.

(b) During the continuation of an Event of Default, the Trustee shall apply such moneys, securities, revenues, payments and receipts and the income therefrom as follows and in the following order:

(i) To the payment of Trustee Expenses;

(ii) To the payment of the amounts required to reimburse the Owners of the Bonds and the Issuer for any reasonable legal or other out of pocket costs incurred by them in connection with such remedial action and the fees and expenses of the Issuer in carrying out this Indenture or the Loan Documents;

(iii) To the payment of the interest and principal installments or redemption price then due and payable on the Bonds, as follows:

(A) Unless the principal of all of the Bonds shall have become or have been declared due and payable;

First: To the payment to the Persons entitled thereto of all installments of interest then due and payable in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the Persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the Persons entitled thereto of the unpaid principal installments or redemption price of any Bonds which shall have become due and payable, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due and payable on any date, then to the payment thereof ratably, according to the amounts of principal installments or redemption price due on such date, to the Persons entitled thereto, without any discrimination or preference.

(B) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference (except as to any difference as to the respective rates of interest specified in the Bonds); and

(iv) Notwithstanding anything contained herein to the contrary, the Servicer may by written notice to the Trustee direct the application of funds other than in the manner set forth above (except that the priority of payment of Trustee's fees and expenses shall not be altered), including, without limitation, the application of funds between the principal of or interest on the Bonds. Any such determination by the Servicer of shall be deemed conclusive, and the Issuer and the Trustee shall have no liability for the tax consequences of said determination.

Section 6.05. Remedies Not Exclusive. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Owners of the Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity or by statute on or after the date of adoption of this Indenture.

Section 6.06. Remedies Vested in Trustee and Servicer. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced

by the Trustee and the Servicer without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto. Subject to the rights of the Servicer to direct proceedings hereunder, any such suit or proceeding instituted by the Trustee shall be brought in its name under the authority herein granted without the necessity of joining as plaintiffs or defendants any Owners of the Bonds. Any recovery of judgment shall be for the equal benefit of the Owners of the Outstanding Bonds.

Section 6.07. Individual Bond Owners Action Restricted.

(a) No Owner of any Bond other than the Servicer (if it is the Owner of any Bond) or the Majority Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust under this Indenture or for any remedy under this Indenture.

(b) Nothing contained in this Indenture shall affect or impair, or be construed to affect or impair, the right of the Owner of any Bond (i) to receive payment of the principal of or interest on such Bond on or after the due date thereof or (ii) to institute suit for the enforcement of any such payment on or after such due date; provided, however, no Owner of any Bond may institute or prosecute any such suit or enter judgment therein, if, and to the extent that, the institution or prosecution of such suit or the entry of judgment therein, under applicable law, would result in the surrender, impairment, waiver or loss of the lien of this Indenture on the moneys, funds and properties pledged under this Indenture for the equal and ratable benefit of all Owners of the Bonds appertaining thereto.

Section 6.08. Termination of Proceedings. In case any proceeding taken by the Servicer or by the Trustee at the direction of the Servicer on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Owners of the Bonds, the Issuer, the Trustee, the Borrower and the Owners of the Bonds shall be restored to their former positions and rights under this Indenture, and all rights, remedies and powers of the such parties shall continue as if no such proceeding had been taken.

Section 6.09. Waiver and Non-Waiver of Event of Default.

(a) No delay or omission of the Trustee, the Servicer or the Owners of the Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article VII to any party may be exercised from time to time and as often as may be deemed expedient.

(b) In case of any waiver by the Trustee, acting upon the direction of the Servicer, of an Event of Default under this Indenture, the Issuer, the Trustee and the Owners of the Bonds shall be restored to their former positions and rights under this Indenture, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

Section 6.10. Servicer Controls Proceedings. If an Event of Default shall have occurred and be continuing, notwithstanding anything in this Indenture to the contrary, the

Servicer shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or any other proceedings under this Indenture and subject to Section 7.02 of this Indenture; provided, however, that such direction is in accordance with law and the provisions of this Indenture; provided that nothing in this Section 6.10 shall impair the right of the Trustee in its discretion to take any other action under this Indenture which it may deem proper and which is not inconsistent with such direction by the Servicer, nor shall it impair the Issuer's right to direct the Trustee to the extent permitted by Section 6.02.

ARTICLE VII.

CONCERNING THE TRUSTEE

Section 7.01. Trustee; Appointment and Acceptance of Duties.

(a) The Issuer hereby appoints _____, as trustee hereunder. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing this Indenture.

(b) Unless otherwise provided, the corporate trust offices of the Trustee are designated as the respective offices or agencies of the Trustee for the authentication and delivery of Bonds.

Section 7.02. Responsibilities of Trustee.

(a) The recitals of fact herein and in the Bonds contained (other than the certificate of authentication) shall be taken as the statements of the Issuer and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of any Bonds issued hereunder or as to the security afforded by this Indenture, and the Trustee shall incur no liability in respect thereof. The Trustee shall be under no responsibility or duty with respect to the application of any moneys properly paid to it except as provided herein or as otherwise expressly agreed by the Trustee. Except for a declaration of acceleration under Section 6.02 hereof or the payment of principal and interest on the Bonds, the Trustee shall be under no obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any suit in respect of this Indenture or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. Subject to the provisions of subsection (b) of this Section 7.02, the Trustee shall not be liable in connection with the performance of its duties under this Indenture except for its own negligence or willful misconduct.

(b) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred

(and has not been cured within any applicable grace period) and subject to the rights of the Servicer with respect to control of remedies following an Event of Default hereunder, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs. Any provisions of this Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 7.02.

(c) The Trustee shall cooperate fully with the Servicer in the enforcement and protection of the rights of the Owners of the Bonds to the fullest extent possible under this Indenture, the Loan Documents and applicable law. Toward this end, the Trustee shall take such action as directed by the Servicer, including foreclosure of the Secured Property under the Mortgage, suit for specific performance of the Loan Documents or for damages for nonperformance thereof and assignment of the Loan Documents to the Owners of the Bonds for purposes of enforcing the rights of the Owners of the Bonds; provided, that without the prior written consent of the Issuer, the Servicer shall give the Trustee no direction as to the enforcement of the Reserved Rights, which shall, except with the prior written consent of the Issuer, be enforceable only by the Issuer.

(d) The Trustee shall not take any discretionary action under the Loan Documents (although approval or disapproval of disbursement of Loan proceeds and investment earnings thereon under the Loan Agreement shall be made in accordance with the terms of Article V hereof) without the written approval of the Servicer and shall, subject to the proviso of paragraph (c) of this section, take such discretionary action permitted or required under the Loan Documents, as may be directed in writing by the Servicer.

(e) The Trustee shall notify the Servicer of any notification received by the Trustee under or pursuant to the Loan Documents promptly after receipt of said notice.

(f) If any Event of Default occurs and is continuing hereunder and if the Trustee has received written notice thereof or is deemed to have notice pursuant to this Indenture, the Trustee shall give to all Owners, the Issuer and the Borrower written notice of such default or Event of Default within thirty (30) days after receipt of such information. For the purpose of this Section 7.02 only, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default under Section 6.01 hereof.

(g) Promptly upon receipt of notice of the occurrence of a Determination of Taxability, the Trustee shall give immediate telephonic notice, promptly confirmed in writing, to the Borrower, the Issuer, the Owners and former Owners (provided that the Trustee shall not be obligated to maintain records of such former Owners or to retain records relating to such former Owners for more than six years).

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder or under the Loan Agreement except for a default or Event of

Default referred to in Section 6.01(a) or (b) hereof, unless the Trustee shall have received written notice of such Event of Default by the Issuer, the Borrower, the Servicer or by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding.

Section 7.03. Evidence on Which Trustee May Act.

(a) The Trustee, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Indenture, shall examine such instrument to determine whether it conforms to the requirements of this Indenture and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel selected by it in respect of any action taken or suffered by the Trustee under this Indenture.

(b) Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision of this Indenture by the Issuer to any Trustee shall be sufficiently executed if executed in the name of the Issuer by an Authorized Representative of the Issuer.

Section 7.04. Compensation; No Trustee Liens. The Borrower shall pay to the Trustee, as provided in the Loan Agreement, from time to time reasonable compensation for all services rendered under this Indenture and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Indenture, provided that the Trustee shall not have a lien therefor on any moneys or Investment Securities at any time held or received by it under this Indenture.

Section 7.05. Certain Permitted Acts. The Trustee may become the owner of any Bonds with the same rights it would have if it were not the Trustee. To the extent permitted by law, the Trustee may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of the Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not any such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

Section 7.06. Resignation of Trustee. The Trustee may resign at any time and be discharged of the duties and obligations created by this Indenture by giving not less than sixty (60) days' written notice to the Issuer, the Borrower and the Owners of the Bonds, provided that no resignation shall become effective until the acceptance of appointment by a successor Trustee as provided in Section 7.08 of this Indenture. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 60 days after the giving of such notice of resignation, the retiring Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section 7.07. Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, signed by the Issuer or by the Servicer (subject

to the prior written consent of the Issuer, which consent shall not be unreasonably withheld or delayed, if such removal is not for cause) and filed with the Trustee and the Borrower; provided that no removal shall become effective until the acceptance of appointment by a successor Trustee as provided in Section 7.08 of this Indenture

Section 7.08. Appointment of Successor Trustee; Temporary Trustee. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, the Servicer shall appoint a successor Trustee, subject to the prior written consent of the Issuer (which consent shall not be unreasonably withheld or delayed).

Section 7.09. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor, and also to the Issuer, the Servicer and to any Owner which shall request the same, an instrument accepting such appointment and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named; but the Trustee ceasing to act nevertheless, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as reasonably may be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions set forth in or pursuant to this Indenture. Should any deed, conveyance or instrument in writing from the Issuer be required by such successor Trustee for more fully and certainly vesting in and confirming any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged and delivered by the Issuer.

Section 7.10. Merger or Consolidation of Trustee. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Indenture, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act.

Section 7.11. Servicer. The Majority Owner may (but shall not be obligated to) appoint (with prompt notice thereof to the Issuer and the Borrower) a mortgage servicer to service the Loan for all or a portion of the term of the Loan. The Servicer shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing the Servicing Agreement. Any Servicer appointed hereunder may be removed at any time, with or without cause, by the Majority Owner, by written notice to the Issuer, the Trustee, the Borrower and the Servicer. At any time when a Servicer has not been appointed or when a Servicer has

been removed without appointment of a successor Servicer, pursuant to this Section 7.11, all references in this Indenture and in the Loan Documents to the Servicer shall be deemed to refer to the Majority Owner. The Servicer may, with the prior written consent of the Majority Owner, appoint an agent as subservicer to perform the duties of the Servicer under the Servicing Agreement.

ARTICLE VIII.

AMENDMENTS AND SUPPLEMENTAL INDENTURES; AMENDMENTS OF ISSUER DOCUMENTS

Section 8.01. Supplemental Indentures Not Requiring Consent of Owners of Bonds. The Issuer and the Trustee may, without the consent of, or notice to, the Owners of any Bonds (but only with the prior written consent of the Servicer, if any one person or entity owns at least fifty-one percent (51%) in aggregate principal amount of the Outstanding Bonds, and with notice to the Servicer and the Borrower), enter into one or more Supplemental Indentures for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture;

(b) to grant to or confer any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Owners of the Bonds or the Trustee, or to make any change which, in the judgment of the Trustee and the Servicer, is not to the prejudice of the Owners of the Bonds;

(c) to subject to the pledge and lien of this Indenture additional revenues, properties and collateral;

(d) to evidence the appointment of a separate Trustee or co Trustee or the succession of a new Trustee; or

(e) to modify, amend or supplement the provisions of this Indenture or any Supplemental Indenture relating to the holding or investing by the Trustee of moneys hereunder or thereunder in such manner as the Issuer may deem necessary or desirable to maintain the exclusion from gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) for purposes of federal income taxation of interest on the Bonds.

Section 8.02. Supplemental Indentures Requiring Consent of Owners of Bonds.

(a) Exclusive of Supplemental Indentures covered by Section 8.01 of this Indenture and subject to the terms and provisions contained in this Section 8.02, and not otherwise, neither the Issuer nor the Trustee shall enter into any amendment, change or modification of this Indenture without the prior written consent of the Owners of not less than two thirds in aggregate principal amount of the Bonds then Outstanding; provided, however, that nothing in this Section

8.02 contained shall permit, or be construed as permitting, without the consent of the Owners of all of the Bonds, (i) an extension of the maturity date of the principal of or the interest on any Bond, (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, (iii) change in a privilege or priority of any Bond or Bonds over any other Bond or Bonds, (iv) a reduction in the percentages of the Owners of the Outstanding Bonds required for consent to such Supplemental Indenture, (v) the creation of any lien other than a lien ratably securing all of the Bonds at any time Outstanding or (vi) any reduction of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee.

(b) If at any time the Issuer and the Trustee shall desire to execute and deliver a Supplemental Indenture for any of the purposes of this Section 8.02, the Trustee shall, upon being provided with reasonably satisfactory arrangements for payment of its fees and expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each Owner of the Bonds. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Owners of the Bonds. If within 60 days or such longer period as shall be prescribed by the Issuer following the giving of such notice, the Owners of not less than two thirds in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof. Subject to Section 8.04 hereof, upon the execution of any such Supplemental Indenture as in this Section 8.02 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 8.03. Reliance on Opinion of Counsel. The Trustee and the Issuer shall be entitled to rely upon an opinion of Counsel stating that a Supplemental Indenture is authorized or permitted by this Indenture, and prior to the execution and delivery of any Supplemental Indenture, the Trustee, the Issuer, the Servicer shall be furnished with an opinion of Bond Counsel stating that the provisions of such Supplemental Indenture will not cause the interest on the Bonds to be includable in gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) for purposes of federal income taxation.

Section 8.04. Consents Required. Anything herein to the contrary notwithstanding, a Supplemental Indenture described in Section 8.02 hereof which adversely affects any rights of the Borrower, the Servicer or the Trustee shall not become effective unless and until the affected party shall have consented in writing to the execution and delivery of such Supplemental Indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture together with a copy of the proposed Supplemental Indenture to be mailed as provided in Section 4.05 with respect to the redemption of Bonds to the Borrower and the Servicer at least ten (10) days before the date of its proposed execution and delivery.

Section 8.05. Amendments of Loan Documents Not Requiring Consent of Owners of Bonds. The Issuer, the Trustee and the Borrower may, without the consent of or notice to any of the Owners of Bonds (but only with the consent of the Servicer) enter into any amendment, change or modification of any of the Loan Documents as may be required (a) by the provisions of the Loan Agreement or this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission therein, (c) so as to add additional rights and remedies for the benefit of Owners of the Bonds, or (d) in connection with any other change therein which, in the judgment of the Trustee and the Servicer, is not to the prejudice of the Trustee or the Owners of the Bonds.

Section 8.06. Amendments of Loan Documents Requiring Consent of Owners of Bonds. Except for the amendments, changes or modifications as provided in Section 8.05 hereof, none of the Issuer, the Trustee or the Borrower shall enter into any other amendment, change or modification of the Loan Documents without the mailing of notice and the written approval or consent of the Owners of not less than 66 2/3% in aggregate principal amount of the Outstanding Bonds; provided, however, that nothing in this Section or Section 8.05 hereof shall permit or be construed as permitting without the consent of the Owners of all of the Bonds (a) an extension of the time of the payment of any amounts payable under the Loan Documents, or (b) a reduction in the amount of any payment or in the total amount due under the Loan Documents. If at any time the Issuer, the Trustee or the Borrower shall desire the consent to any such proposed amendment, change or modification, the Trustee shall, upon being satisfactorily indemnified with respect to fees and expenses, cause notice of such proposed amendment, change or modification to be mailed in the same manner as provided herein with respect to redemption of Bonds. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Trustee for inspection by all Owners of Bonds. If, within sixty (60) days, or such longer period as shall be prescribed by the Trustee as the case may be, following the mailing of such notice, the Owners of 66 2/3% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as hereto provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Borrower or the Issuer or the Trustee as the case may be, from executing the same or from taking any action pursuant to the provisions thereof. The Issuer, or the Trustee as the case may be, shall have the right to extend from time to time the period within which such consent and approval may be obtained from Owners of the Bonds. Upon the execution of any such amendment, change or modification as in this Section permitted and provided, the Issuer Documents shall be and be deemed to be modified, changed and amended in accordance therewith.

ARTICLE IX.

DISCHARGE

Section 9.01. Discharge of Indenture. If the Issuer shall pay, or there shall otherwise be paid, to the Owners of all Bonds the principal or redemption price, if applicable, and interest

due thereon, at the times and in the manner stipulated therein and in this Indenture and if all Trustee Expenses and all amounts payable to the Issuer for its own account (including expenses and indemnification) shall be paid in full, then the pledge of revenues, other moneys and securities under this Indenture, and all covenants, agreements and other obligations of the Issuer to the Owners of Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Issuer to be prepared and filed with the Issuer and, upon the request of the Issuer, shall execute and deliver to the Issuer and the Borrower all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver as provided in Article V hereof all moneys or securities held by them pursuant to this Indenture (except as otherwise specified in Section 5.09) after the payment of principal or redemption price, if applicable, of or interest on Bonds. Notwithstanding the foregoing, upon such discharge the provisions of this Indenture relating to the Rebate Fund and Section 5.18(c) of the Loan Agreement shall continue in effect.

Section 9.02. Discharge by Delivery. The obligation to pay the principal of and interest on all or any portion of the Bonds (the **"Bond Obligations"**) may be discharged by the delivery of the Bonds to the Trustee accompanied by written direction from the Owner(s) thereof to cancel such Bonds without payment (except as provided hereafter in this Section 9.02), and upon such delivery, such Bond Obligations shall be canceled and deemed paid. In the event only a portion of the Bond Obligations shall be canceled and deemed paid pursuant to the terms of this Section 9.02, those Bond Obligations which are not so canceled and deemed paid shall remain Outstanding for all purposes of this Indenture; provided that if all Outstanding Bonds shall be delivered to the Trustee in accordance with the terms of this Section 9.02 and all of the requirements for the discharge of this Indenture (other than the payment of Bond Obligations) shall be paid and satisfied in full, then the Trustee shall discharge and release the lien of this Indenture, assign to the Owner(s) of the Bonds all right, title and interest of the Trustee in and to the Note, the Loan Agreement and the other Loan Documents, deliver to the Owner(s) of the Bonds all moneys and securities held by the Trustee pursuant to this Indenture (except as otherwise specified in Section 5.09) up to an amount necessary to pay in full all of the principal of and interest on the Bonds through such cancellation and any other amounts due under the Loan Documents, and execute and deliver such releases or other instruments requisite to release the lien hereof.

Section 9.03. Discharge by Deposit. The obligation to pay the principal of and interest on all or a portion of the Bonds may be discharged if the Issuer or the Borrower has deposited or caused to be deposited, as trust funds, with the Trustee cash and/or Government Obligations which do not permit the redemption thereof at the option of the issuer thereof, the principal of and interest on which when due (or upon the redemption thereof at the option of the Owner), will, without reinvestment, provide cash which together with the cash, if any, on deposit with the Trustee at the same time, shall be sufficient, to pay and discharge the entire indebtedness on Bonds not theretofore canceled by the Trustee or delivered to the Trustee for cancellation by the payment of interest on and principal of the Bonds which have become due and payable or which shall become due at their stated maturity or redemption date, as the case may be (the

"**Defeasance Collateral**"), and which are to be discharged under the provisions hereof, and has made arrangements satisfactory to the Trustee for the giving of notice of redemption, if any, by the Trustee in the name, and at the expense, of the Borrower. If the period over which payments will be made from the Defeasance Collateral is greater than ninety (90) days, the Borrower must also deliver to the Trustee a verification report prepared by a certified public accountant, with respect to the sufficiency of the Defeasance Collateral to make such payments. In addition, to discharge the obligation to pay the principal and interest on the Bonds pursuant to this Section 9.03, the Issuer or the Borrower must (i) obtain an opinion of Bond Counsel addressed to the Issuer and the Trustee to the effect that all actions have been taken to cause the defeasance of this Indenture and such actions will not adversely affect the excludability of interest on the Bonds for federal income tax purposes under existing law, and (ii) provide written notice to the Servicer of such discharge at least thirty (30) days in advance.

ARTICLE X.

MISCELLANEOUS

Section 10.01. Evidence of Signatures of Bond Owners and Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument that this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner of the Bonds or his attorney of such instruments may be proved by a guaranty of the signature thereon by a bank, trust company or national banking association or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guaranty, certificate or affidavit also shall constitute sufficient proof of his authority.

(b) The ownership of Bonds and the amount, numbers and other identification, and date of holding the same, shall be proved by the registry books maintained by the Trustee.

(c) Any request or consent by the Owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the Issuer or any Trustee in accordance therewith.

Section 10.02. Bonds Not an Obligation of the State or Any Political Subdivision.

(a) The Bonds will not be general obligations of the Issuer but limited obligations payable solely from the Trust Estate. The Bonds will not constitute an indebtedness or

obligation of the State or any county, municipality or political subdivision thereof, and will not constitute or result in the creation of an indebtedness of the State or any county, municipality or political subdivision thereof. No Owner of the Bonds will ever have the right to compel any exercise of the taxing power of the State or any county, municipality or political subdivision thereof, nor to enforce the payment thereof against any property of the State or any county, municipality or political subdivision thereof.

(b) No recourse may be had for the enforcement of any obligation, promise or agreement of the Issuer contained herein, in any other Issuer Document, in the Loan Documents or in the Bonds or for any claim based hereon or thereon or otherwise in respect hereof or thereof against any director, member, officer, agent, attorney or employee, as such, in his individual capacity, past, present or future, of the Issuer or of any successor entity, either directly or through the Issuer or any successor entity whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty otherwise. No personal liability whatsoever will attach to, or be incurred by, any director, member, officer, agent, attorney or employee as such, past, present or future, of the Issuer or of any successor entity, either directly or through the Issuer or any successor entity, under or by reason of any of the obligations, promises or agreements entered into in the Bonds or between the Issuer and the Trustee, whether contained herein or to be implied herefrom as being supplemental hereto; and all personal liability of that character against every such director, member, officer, agent, attorney and employee is, by the execution of this Indenture and as a condition of, and as part of the consideration for, the execution of this Indenture, expressly waived and released.

Section 10.03. Preservation and Inspection of Documents. All documents received by any Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times and upon reasonable prior notice to the inspection of the Issuer, any other Trustee, and any Owner of the Bonds and their agents and their representatives, any of whom may make copies thereof.

Section 10.04. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the Issuer, the Trustee, the Servicer, the Borrower and the Owners of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation of this Indenture; and all the covenants, stipulations, promises and agreements in this Indenture shall be for the sole and exclusive benefit of the Issuer, the Trustee, the Servicer, the Borrower and the Owners of the Bonds.

Section 10.05. No Recourse on the Bonds. No recourse shall be had for the payment of the principal or redemption price or purchase price of or interest on the Bonds or for any claim based thereon or on this Indenture or any other Issuer Document or the Loan Documents against any member, officer, employee or agent of the Issuer or any person executing the Bonds.

Section 10.06. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Indenture on the part of the Issuer or any Trustee to be performed

should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and in no way shall affect the validity of the other provisions of this Indenture.

Section 10.07. Successors. Whenever in this Indenture the Issuer is named or referred to, it shall be deemed to include any entity that may succeed to the principal functions and powers of the Issuer, and all the covenants and agreements contained in this Indenture by or on behalf of the Issuer shall bind and inure to the benefit of said successor whether so expressed or not.

Section 10.08. Notices, Demands and Requests. Except as otherwise provided in Section 4.05, all notices, demands and requests to be given or made under this Indenture to or by the Issuer or the Trustee shall be in writing and shall be sufficiently given and shall be deemed given (a) three days after mailing by certified mail, first-class, postage prepaid; (b) the Business Day after sending by expedited overnight delivery service; (c) the date of receipt if delivered by personal delivery; (d) if sent by facsimile transmission, the date of transmission, if receipt of such transmission is telephonically confirmed on such day and addressed to the Notice Address of the respective addressee. Either the Issuer or the Trustee may change the Notice Address listed for it at any time upon written notice of such change sent by United States mail, postage prepaid, to the other party, which charge shall be effective upon receipt.

Section 10.09. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State.

Section 10.10. Table of Contents and Section Headings Not Controlling. The Table of Contents and the headings of the several Articles and Sections of this Indenture have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Indenture.

Section 10.11. Exclusion of Bonds. Bonds owned or held by or for the account of the Issuer or the Borrower shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the Issuer and the Borrower shall not be entitled with respect to such Bonds to give any consent or take any other action provided for herein, unless all of the Outstanding Bonds are then owned by such Person.

Section 10.12. Effective Date. This Indenture shall take effect immediately upon the execution and delivery by all of the parties hereto.

IN WITNESS WHEREOF, the Issuer has caused these presents to be executed in its name by its duly authorized official; and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officer, as of the date first above written.

CITY OF CHICAGO

By:_____
Signature

_____
Printed Name

_____
Title

(SEAL)

Attest:_____
Signature

_____
Printed Name

_____
Title

[TRUSTEE]

By:_____
Signature

_____
Printed Name

_____
Title

(SEAL)

Attest:_____
Signature

_____
Printed Name

_____
Title

(Sub)Exhibits "A", "B" and "C" referred to in this Trust Indenture read as follows:

(Sub)Exhibit "A".
(To Trust Indenture)

Form Of Bond.

Subject To The Exceptions Set Forth In Section 3.09 Of The Indenture (Hereinafter Defined), The Purchaser Of This Bond Must Be An "Accredited Investor" Within The Meaning Of Regulation D Under The Securities Act Of 1933, As Amended Or A "Qualified Institutional Buyer" Within The Meaning Of Rule 144A Under The Securities Act Of 1933 And Will Be Required To Execute And Deliver An Investment Letter Agreement That Will, Among Other Things, Restrict Transfer Of This Bond.

City Of Chicago
Multi-Family Housing Revenue Bonds
(Lorington Apartments Project),
Series 2007.

Number _____

Dated Date: _____ ____, 2007

Registered Owner: _____

Maturity Date: _____ 1, 20_____

Interest Rate: As stated below

City of Chicago (hereinafter called the "Issuer"), a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois, for value received hereby promises to pay (but only from the sources and as hereinafter provided) to the Registered Owner specified above, or registered assigns, the principal amount of _____ Dollars ($_____)] [_____ Dollars [($_____)], or so much of such maximum authorized principal amount as may have been purchased by the Owner of this Bond from time to time in accordance with the terms of this Bond and Section 3.01(b) of the Indenture (described below) on the Maturity Date specified above, upon presentation and surrender of this Bond at the principal office of [Trustee], or its successor as trustee (the "Trustee"), under the Indenture, and to pay (but only from the sources and as hereinafter provided) interest on said principal amount at the interest rate set forth above, from and including the dated date hereof

until the principal amount shall have been paid in accordance with the terms of this Bond and the Indenture, as and when set forth below, but only from the sources and as hereinafter provided, by wire transfer if there be one Owner of all of the Bonds or otherwise by check or draft mailed to the record Owners of Bonds as the same appear upon the books of registry to be maintained by the Trustee, as registrar.

This Bond is one of an authorized series of Bonds of the Issuer designated City of Chicago Multi-Family Housing Revenue Bonds (Lorington Apartments Project), Series 2007 and issued in the aggregate principal amount of $_____ (the "Bonds"). The Bonds are issued for the purpose of lending the proceeds of the Bonds to TCB Lorington Apartments Limited Partnership, an Illinois limited partnership (the "Borrower"), in order to finance apportion of the costs of the acquisition, rehabilitation and equipping of an approximately fifty-four (54) unit multi-family residential housing project in Chicago, Illinois (the "Project").

Payment Of The Principal Of And Interest On This Bond Is Required To Be Made Directly To The Registered Owner Hereof Without Notation Hereon. It Cannot Be Determined From The Face Of This Bond Whether All Or Any Part Of The Principal Of Or Interest On This Bond Has Been Paid.

This Bond is issued under and pursuant to the Trust Indenture dated as of _____ 1, 2007 between the Issuer and the Trustee (as amended and supplemented from time to time, the "Indenture"). Reference is made to the Indenture for a full statement of its terms. Capitalized terms used herein and not otherwise defined herein have the respective meanings accorded such terms in the Indenture, which is hereby incorporated herein by reference. The Bonds issued under the Indenture are expressly limited to $_____ in aggregate principal amount at any time Outstanding and are all of like tenor, except as to numbers and denominations. Pursuant to a Loan Agreement (the "Loan Agreement") and a Promissory Note (the "Note") dated as of _____ 1, 2007, the Borrower, has agreed to make payments to the Trustee in amounts equal to amounts of principal of and interest on the Bonds.

This Bond And All Other Bonds Issued Under And Secured By The Indenture, As Hereinafter Defined, Are, And Are To Be, Equally And Ratably Secured, To The Extent Provided In The Indenture, Solely By A Pledge Of The Revenues And Other Funds Pledged Under The Indenture. The Bonds, Together With Premium, If Any, And Interest Thereon, Are Special, Limited Obligations Of The Issuer, Payable Solely From The Revenues and Are A Valid Claim Of The Owners From Time To Time Thereof Only Against The Monies Held By The Trustee And Pledged To The Payment Of The Bonds, And The Revenues, Which Revenues Shall Be Used For No Other Purpose Than To Pay The Principal Installments Of, Premium, If Any, And Interest On The Bonds, Except As Maybe Otherwise Expressly Authorized In The Indenture Or The Agreement. The Bonds Are Not An Indebtedness Of The Issuer Or A Charge Against Its General Credit Or The General Credit Taxing Powers Of The State, The Issuer, Or Any Other Political Subdivision Thereof, And Shall Never Give Rise To Any

Pecuniary Liability Of The Issuer, And Neither The Issuer, The State Nor Any Other Political Subdivision Thereof Shall Be Liable For The Payments Of Principal Of And, Premium, If Any, And Interest On The Bonds, And The Bonds Are Payable from No Other Source, But Are Special, Limited Obligations Of The Issuer, Payable Solely Out Of The Revenues And Receipts Of The Issuer Derived Pursuant To The Agreement. No Owner Of The Bonds Has The Right To Compel Any Exercise Of The Taxing Power Of The State, The Issuer Or Any Other Political Subdivision Thereof To Pay The Bonds Or The Interest Or Premium, If Any, Thereon.

No recourse shall be had for the payment of the principal or premium, if any, or purchase price of, or interest on, this bond, or for any claim based hereon or on the Indenture, against any member, officer or employee, past, present or future, of the Issuer or of any successor body, as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by ally legal or equitable proceeding or otherwise.

Interest Rates. This Bond shall bear interest at the applicable rate provided below. On each Interest Payment Date, interest accrued through the day immediately preceding such Interest Payment Date shall be payable. While this Bond bears interest at the Fixed Rate (or an Alternative Rate based upon the Fixed Rate), interest on this Bond shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) equal months of thirty (30) days each. While this Bond bears interest at the Reset Rate (or an Alternative Rate based upon the Reset Rate), interest on this Bond shall be computed on the basis of a three hundred sixty (360) day year and actual days elapsed. While this Bond bears interest at the Taxable Rate, interest on this Bond shall be computed on the basis of a year of three hundred sixty-five (365) or three hundred sixty-sixty (366) days, as applicable, and actual days elapsed.

Fixed Rate. From the date of issuance of the Bonds until the Reset Date (as defined in the Indenture), the Bonds shall bear interest at a fixed rate per annum of _____ percent (___%).

Reset Rate. From and after the Reset Date and until the Maturity Date, the Bonds shall bear interest at the Reset Rate (as defined in the Indenture).

Alternative Rate Taxable Rate. Following the occurrence of an Event of Default under the Loan Agreement or an Event of Default under the Indenture, the Bonds shall bear interest at the Alternative Rate, as that term is defined in the Indenture. If an Initial Notification of Taxability occurs, the Bonds shall bear interest from the date of the Initial Notification of Taxability at the Taxable Rate, and the Owner shall also be paid Additional Interest, as provided in the Indenture.

Usury. Notwithstanding any provision of this Bond to the contrary, in no event shall the interest contracted for, charged or received in connection with this Bond (including any other costs or considerations that constitute interest under the laws

of the State which are contracted for, charged or received pursuant to this Bond) exceed the maximum rate of nonusurious interest allowed under the laws of the State as presently in effect and to the extent of any increase allowable by such laws. To the extent permitted by law, interest contracted for, charged or received on this Bond shall be allocated over the entire term of this Bond, to the end that interest paid on this Bond does not exceed the maximum amount permitted to be paid thereon by law. Excess interest, if any, provided for in this Bond, or otherwise, shall be canceled automatically as of the date of such acceleration or, if theretofore paid, shall be credited as principal paid on this Bond.

Registration And Transfer. This Bond Is Subject To The Transfer Restrictions Set Forth In Section 3.09 Of The Indenture. This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the office of the Trustee as registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds, of any authorized denomination or denominations, of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Bonds are issuable as fully registered Bonds in Authorized Denominations as provided in the Indenture. The Issuer, the Trustee, and any other person may treat the person in whose name this Bond is registered on the books of registry as the Owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond be overdue, and no person shall be affected by notice to the contrary.

Redemption Of Bonds. This Bond is subject to optional and mandatory redemption (and purchase in lieu of redemption by the Borrower) prior to maturity as a whole or in part at such time or times, under such circumstances, at such redemption prices and in such manner as is set forth in the Indenture.

Enforcement. Only the Servicer shall have the right to direct the Trustee to enforce the provisions of this Bond or the Indenture or to institute any action to enforce the covenants herein or therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. If an Event of Default occurs and is continuing, the principal of all Bonds then outstanding may be declared due and payable by the Servicer upon the conditions and in the manner and with the effect provided in the Indenture. As provided in the Indenture, and to the extent permitted by law, interest and a penalty rate of interest shall be payable on unpaid amounts due hereon.

Discharge. The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall be deemed to be paid and no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of registration and exchange of Bonds and of such payment.

Modifications. Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

This Bond shall not be valid or obligatory for any purpose until it shall have been signed on behalf of the Issuer and such signature attested, by the officer, and in the manner, provided in the Indenture, and authenticated by a duly authorized officer of the Trustee, as Authenticating Agent.

It is hereby certified and recited that all conditions, acts and things required by the statutes of the State or the Indenture to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of the Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said statutes.

In the event of any inconsistency between the provisions of this Bond and the provisions of the Indenture, the provisions of the Indenture shall control.

In Witness Whereof, The City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, and its corporate seal to be impressed or printed hereon and attested by the manual or facsimile signature of its City Clerk.

City Of Chicago

By: _____
Signature

[Seal]

_____
Printed Name

_____
Title

Attest: _____
Signature

_____
Printed Name

_____
Title

Form Of Certificate Of Authentication.

This Bond is one of the Bonds described in the within mentioned Indenture and issued under the provisions of the within mentioned Indenture.

[Trustee]

By: _____
Signature

_____
Printed Name

_____
Title

Date of Authentication: _____

Form Of Assignment.

For Value Received, The undersigned hereby sells, assigns and transfers unto the within and hereby authorizes the transfer of this Bond on the registration books of the Trustee.

Dated: _____

Authorized Signature

_____

_____
Name of Transferee

_____
Signature Guaranteed by

_____
Name of Bank

By: _____

Title: _____

(Sub)Exhibit "B".
(To Trust Indenture)

Form Of Investor Letter.

_____ ___, 2007

City of Chicago

_____

_____

_____

[Trustee]

_____

_____

_____

Re: City of Chicago Multi-Family Housing Revenue Bonds (Lorington Apartments Project), Series 2007

Ladies and Gentlemen:

The undersigned (the "Investor") [as [custodian] [trustee] pursuant to a [custody agreement] [trust agreement] between [an affiliate of] the transferor of the Bonds, as [depositor] [trustor/grantor] and the Investor, as [custodian] [trustee] (the "Custody Agreement")] hereby acknowledges receipt of $_____ in aggregate principal amount of the above-referenced bonds (the "Bonds").

The undersigned acknowledges that the Bonds were issued for the purpose of making a mortgage loan to assist in the financing of the acquisition, rehabilitation and equipping of a certain approximately fifty-four (54) unit multi-family residential rental housing project located in Chicago, Illinois (the "Project"), as more particularly described in that certain Loan Agreement dated as of _____ 1, 2007 (the "Loan Agreement"), among the City of Chicago (the "Issuer"), [Trustee], as trustee (the "Trustee"), and TCB Lorington Apartments Limited Partnership, an Illinois limited partnership (the "Borrower"). The undersigned further acknowledges that the Bonds are secured by a Trust Indenture dated as of _____ 1, 2007 (the "Indenture"), between the Issuer and the Trustee, which creates a security interest in the trust estate described therein (the "Trust Estate") for the benefit of the Owners of the Bonds.

In connection with the purchase of the Bonds by the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Bonds [as [custodian] [trustee] under the Custody Agreement] and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

2. [The Investor is the custodian/trustee under a custody agreement/trust agreement, which provides each beneficial owner of interests in the Bonds must be] [The Investor is] (i) an "accredited investor" (as defined in Regulation D promulgated under the Securities Act of 1933, as amended) or a "qualified institutional buyer" (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended), or (ii) a trust or custodial arrangement each of the beneficial owners of which is required to be an accredited investor or qualified institutional buyer.

3. The Bonds are being acquired [as custodian/trustee under the custody agreement/trust agreement described above] [by the Investor for investment] and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds for its own account and for an indefinite period of time. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not

carry a rating from any rating service and (d) will be delivered in a form which is not readily marketable.

5. The Investor understands that (a) the Bonds are not secured by any pledge of any monies received or to be received from taxation by the City of Chicago, the State of Illinois or any political subdivision thereof and that the Issuer has no taxing power, (b) the Bonds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Issuer, the City of Chicago, the State of Illinois or any political subdivision thereof; and (c) the liability of the Issuer with respect to the Bonds is limited to the Trust Estate as set forth in the Indenture.

6. [The transferor of the Bonds (the "Transferor") has represented to the Investor that it] [The Investor] has either been supplied with or been given access to information, including financial statements and other financial information, [which it considers necessary to make an informed decision to act as custodian/trustee in connection with the purchase of the Bonds] [to which a reasonable investor would attach significance in making investment decisions, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Borrower, the Project and the Bonds]. [The Transferor has represented to the Investor that it] [The Investor] has not relied upon the Issuer for any information in connection with its purchase of the Bonds.

7. The Investor acknowledges that neither the Issuer nor the Borrower has prepared an offering document with respect to the Bonds.

8. [The Transferor has represented to the investor that it] [The Investor] has made its own inquiry and analysis with respect to the Bonds and the security therefor, and other material factors affecting the security and payment of the Bonds. [The Transferor has represented to the Investor that it] [The Investor] is aware that the business of the Borrower involves certain economic variables and risks that could adversely affect the security for the Bonds.

9. Subject to the exceptions set forth in Section 3.09 of the Indenture, the Investor acknowledges that it has the right to sell and transfer the Bonds, in accordance with the terms of the Indenture, subject to the delivery to the Trustee of an investor's letter from the transferee in substantially the form attached to the Indenture as (Sub)Exhibit B, with no revisions except as may be approved in writing by the Issuer.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[Investor]

By: _____
Signature

_____
Printed Name

_____
Title

(Sub)Exhibit "C".
(To Trust Indenture)

Form Of Redemption Schedule.

[$_____] [$_____]
[Issuer Name]
Multi-Family Housing Revenue Bonds
([Project Name])
Series 200__ __.

Redemption Schedule.

Date Of Redemption	Amount Of Redemption
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Exhibit "C".
(To Ordinance)

City Of Chicago,
As Issuer

[Trustee],
As Trustee

And

TCB Lorington Apartments
Limited Partnership

Loan Agreement

Dated As Of _____ 1, 2007.

THIS LOAN AGREEMENT dated as of _____ 1, 2007 (together with all supplements, modifications and amendments thereto, this "**Loan Agreement**"), among the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois, specifically Article VII, Section 6 of the 1970 Constitution of the State to issue bonds (together with its successors and assigns, the "**Issuer**"), [TRUSTEE], a _____ organized and existing under and by virtue of the laws of _____, as trustee under the herein defined Indenture (together with any successor trustee hereunder and their respective successors and assigns, the "**Trustee**"), and TCB LORINGTON APARTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership (together with its successors and assigns, the "**Borrower**").

WITNESSETH:

WHEREAS, the Issuer is authorized under the laws of the State of Illinois (the "**State**") to finance, among other things, multifamily rental housing; and

WHEREAS, the Issuer has determined to issue its City of Chicago Multifamily Housing Revenue Bonds (Lorington Apartments Project), Series 2007 in the aggregate principal amount of $_____ (the "**Bonds**") pursuant to the Trust Indenture dated as of even date herewith (the "**Indenture**"), executed by the Issuer and Trustee, for the purpose of providing a portion of the funding for the acquisition, rehabilitation and equipping by the Borrower of an approximately 54-unit affordable multifamily rental housing project located at 3126-30 West Palmer Boulevard/2219-23 North Kedzie Avenue and 2630-44 North Spaulding Avenue, all in Chicago, Illinois known as the Lorington Apartments (the "**Project**"); and

WHEREAS, pursuant to this Loan Agreement, the Issuer has agreed to issue the Bonds and to use proceeds of the Bonds to fund a loan to the Borrower (the "**Loan**"), and the Borrower has agreed to (i) apply the proceeds of the Loan to pay a portion of the costs of acquisition, rehabilitation and equipping of the Project, (ii) make payments sufficient to pay the principal of, premium, if any, and interest on the Bonds when due (whether at maturity, by redemption, acceleration or otherwise), and (iii) observe the other covenants and agreements and make the other payments set forth herein; and

WHEREAS, the Borrower has delivered to the Trustee, on behalf of the Issuer, its promissory note dated the date of issuance of the Bonds in an original principal amount equal to the aggregate original principal amount of the Bonds in substantially the form set forth on Exhibit B hereto (as the same may be amended, modified or supplemented from time to time, the "**Note**") evidencing its obligation to repay the Loan; and

WHEREAS, to secure its obligations under this Loan Agreement and the Note, the Borrower has executed (i) a Construction Mortgage with Assignment of Rents, Security Agreement and Fixture Filing (as amended, modified or supplemented from time to time, the "**Mortgage**"), (ii) an Assignment of Contracts, Plans and Specifications (as the same may be amended, modified or supplemented from time to time, the "**Assignment of Project Documents**") and (iii) a Security Agreement (Assignment of Partnership Interest and Capital Obligations (as amended, modified or supplemented from time to time, the "**Partnership Assignment**") each dated as of even date with this Loan Agreement, for the benefit of the Issuer as secured party;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Definitions. The following capitalized terms shall have the meanings specified in this Article unless the context requires otherwise. All other capitalized terms used herein which are defined in the Indenture and not defined herein shall have the respective meanings ascribed thereto in the Indenture unless otherwise expressly provided or unless the context otherwise requires. The singular shall include the plural and the masculine shall include the feminine and neuter shall include the masculine or feminine.

"**Accountant**" means Reznick Group, or such other independent certified public accountant or firm of independent certified public accountants, selected by the Borrower and approved by the Servicer, such approval not to be unreasonably withheld or delayed.

"**Appraisal**" means an appraisal of the market value of the Project performed by a qualified independent appraiser approved by the Servicer.

"**Approved Budget**" means the Proposed Budget approved by the Servicer.

"**Architect**" means Weese Langley Weese Architects, Ltd.

"**Architect's Contract**" means the Abbreviated Form of Agreement Between Owner and Architect, dated _____, 20___, between the Borrower and the Architect, providing for the design of the Improvements and the supervision of the rehabilitation and equipping thereof, including ongoing monthly inspection of the Improvements, certification of Requisitions and certification of Completion, among other things.

"**Bank**" means _____, and its successors and assigns.

"**Capital Expenditures**" means capital expenditures determined in accordance with generally accepted accounting principles relating to the repair, renovation or replacement of the Project.

"**Change Order**" means a change made to the Plans and Specifications, as evidenced by a written change order request in accordance with the terms of the Construction Contract.

"**City Loan**" means the loan in the principal amount of $[_____] from the City of Chicago to the Borrower.

"**Closing Date**" means _____, 2007.

"**Completion Agreement**" means the Completion Agreement dated as of even date herewith and executed by the Guarantor in favor of the Issuer, as the same may be modified, supplemented or amended from time to time.

"**Completion Date**" means the one-year anniversary of the Closing Date, as the same may be extended in accordance with Section 5.1 hereof and the Construction Disbursement Agreement.

"**Construction Contract**" means the contract, dated _____, 20___ between the Borrower and the Contractor, providing for the rehabilitation and equipping of the Improvements and certification of Requisitions, among other things.

"**Construction Disbursement Agreement**" means the Construction Disbursement Agreement dated as of even date herewith between the Borrower and Bank, as the same may be supplemented, amended or modified.

"**Consulting Engineer**" shall have the meaning ascribed to that term in the Construction Disbursement Agreement.

"**Contractor**" means Humboldt Construction Company, an Illinois corporation.

"**Default**" or "**Event of Default**" means, when referring to (i) the Indenture, an event or condition specified or defined as such by Article VI of the Indenture and (ii) this Loan Agreement, an event or condition specified or defined as such by Section 7.1 hereof.

"**Development Budget**" means the budget for total estimated Project Costs and sources of payment attached to the Construction Disbursement Agreement, as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof and the Construction Disbursement Agreement.

"**Direct Costs**" means the costs of the Land, the Improvements, the Personal Property, and all labor, materials, fixtures, machinery and equipment required to rehabilitate and equip the Improvements in accordance with the Plans and Specifications.

"**Financing Statements**" means Uniform Commercial Code Form 1 Financing Statement(s) from the Borrower and the General Partner in favor of the Trustee.

"**General Partner**" means TCB Lorington, Inc., an Illinois corporation, together with any permitted successors and assigns as general partner of Borrower.

"**General Partner Documents**" means the Partnership Assignment and the Environmental Indemnity.

"**Generally Accepted Accounting Principles**" means the principles that are (i) consistent with the principles promulgated or adopted by the Financial Accounting Standards Board and its predecessors, as in effect from time to time, and (ii) consistently applied with past financial statements of the Borrower adopting the same principles; provided that a certified public accountant would, insofar as the use of such accounting principles is pertinent, be in a position to deliver an unqualified opinion (other than a qualification regarding changes in Generally Accepted Accounting Principles) as to financial statements in which such principles have been properly applied.

"**Governmental Authority**" means the United States, the State in which the Land is located and any political subdivision, agency, department, commission, board, bureau, authority or instrumentality of either of them, including any local authorities, or any other entity exercising executive, legislative, judicial, regulatory or administrative junctions of government, which has jurisdiction over the Land or the rehabilitation, equipping and operation of the Project thereon.

"**Guarantor**" means The Community Builders, Inc., a Massachusetts charitable organization, together with its heirs, personal representatives, and permitted successors and assigns.

"**Guarantor Documents**" means the Environmental Indemnity, the Payment Guaranty and the Completion Agreement.

"**IHDA Loan**" means the loan from the Illinois Housing Development Authority to the Borrower in the principal amount of $750,000.

"**Improvements**" means the approximately 54-unit multifamily rental housing project with related site improvements and amenities located on the Land and rehabilitated, equipped and furnished in accordance with the Plans and Specifications.

"**Indebtedness**" means all obligations, contingent and otherwise, that in accordance with Generally Accepted Accounting Principles should be classified upon the Obligor's balance sheet as liabilities, or to which reference should be made by footnotes thereto, including in any event and whether or not so classified: (a) all debt and similar monetary obligations, whether direct or indirect; (b) all liabilities secured by any deed to secure debt, mortgage, deed of trust, pledge, security interest, lien, charge or other encumbrance existing on property owned or acquired subject thereto, whether or not the liability secured thereby shall have been assumed; (c) all liabilities under capitalized leases; and (d) all guaranties, endorsements and other contingent obligations whether direct or indirect in respect of indebtedness of others, including the obligations to reimburse the issuer of any letter of credit for amounts drawn on such letter of credit.

"**Indirect Costs**" means all title insurance premiums, survey charges, engineering fees, architectural fees, developer fees, real estate taxes, appraisal costs, premiums for insurance, marketing, advertising and leasing costs, brokerage commissions, legal fees, accounting fees, overhead and administrative costs, and all other expenses as shown on the Development Budget which are expenditures relating to the Project and are not Direct Costs.

"**Investor Limited Partner**" means _____, a _____, together with its permitted successors and assigns as limited partner in Borrower.

["**Issuer's Fee**" means an issuance fee in the amount of _____ Dollars ($_____) payable on the Closing Date.]

"**Land**" means the real property described in Exhibit A attached hereto.

"**Legal Requirements**" means any legal requirements, including any local, state or federal statute, law, ordinance, code, rule or regulation, now or hereinafter in effect (including environmental laws) or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination, of any Governmental Authority and all legal requirements imposed upon the Land, or upon the owner(s) of the Land from time to time, pursuant to any applicable covenants, conditions, easements, servitudes and restrictions and any applicable ground lease.

"**Lien**" means any interest in the Project or any part thereof or any right therein, including without limitation any rents, issues, profits, proceeds and revenues therefrom, securing an obligation owed to, or a claim by, any Person, whether such interest is based on the common law, statute or contract, and including but not limited to the lien and security interest arising from a deed to secure debt, mortgage, deed of trust, encumbrance, pledge, conditional sale or

trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall also include any and all reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project or any part thereof or any interest therein.

"**Management Agreement**" means the Property Management Agreement dated as of February 12, 2007, between the Borrower and the Manager, and any substitute agreement relating to the management of the Project.

"**Manager**" means Realty & Mortgage Company, or any successor manager of the Project approved by the Servicer and the Issuer (which approval of the Issuer shall not be unreasonably withheld and shall be deemed granted if not rejected within ten (10) days of receipt of written request therefor).

"**Net Operating Income**" means, for any period, (A) actual Project Revenues for such period less (B) the greater of (i) Operating Expenses for such period or (ii) the allocable portion of Projected Operating Expenses.

"**Obligor(s)**" means the Borrower, the General Partner and each Guarantor.

"**Operating Expenses**" means, for any period, the aggregate amount of expenses incurred by the Borrower in connection with the Project pursuant to arm's length transactions for ordinary and necessary expenses sufficient to provide the amenities and services associated with a multi-family residential facility as follows: labor costs; general maintenance; legal and accounting fees relating solely to the operation of the Project (and not partnership administration, other than audit and other expenses incurred by the Borrower relating solely to the operation of the Project); general and administrative costs of the Borrower directly attributable to the Project (and not partnership administration) and advertising and marketing costs; supplies for the Project; non-capital repairs and replacements; leasing and brokerage commissions; management fees payable pursuant to the management agreement up to an amount equal to 6.0% of Project Revenues; costs of licenses, permits and similar fees relating to property operations; premiums for insurance required pursuant to the Loan Agreement; charges for electricity and other utilities; real estate taxes, water and sewer rents and assessments; payments made into the Replacement Reserve Fund and the Tax and Insurance Fund; and all other expenses incurred in connection with the ordinary course of property operations and maintenance. The foregoing expenses and fees paid to Affiliates of the Borrower, with the Servicer's consent, shall be included as Operating Expenses in an amount equal to the actual fees and expenses paid or payable to such Affiliate, but in no event greater than amount that customarily would be paid to an unaffiliated third party on an arm's-length basis for such services. Without limiting the generality of those items which shall be excluded from the definition of Operating Expenses, the following shall be specifically excluded from such calculation: depreciation, amortization and other non-cash items; all partnership administrative expenses (including, without limitation, legal, accounting, and other professional expenses); prepaid expenses which are not customarily prepaid in the ordinary course of business; any termination or similar fee in connection with financing for the Project;

expenditures funded by disbursements from the Replacement Reserve Fund and the Tax and Insurance Fund; penalties, late fees and similar charges arising from or on account of the Borrower's failure to pay any monetary obligations; any costs, expenses or fees, including interest, payable by the Borrower on advances made by the Servicer, the Issuer or the Trustee after an Event of Default, and franchise and income taxes of the Borrower.

"**Organizational Documents**" means for any corporation, partnership, trust, limited liability company, limited liability partnership, unincorporated association, business or other legal entity, the documents pursuant to which such entity has been established or organized, as such documents may be amended from time to time in accordance with the terms of this Loan Agreement.

"**Origination Fee**" means an amount equal to one and one-quarter percent (1.25%) of the maximum principal amount of the Bonds, or _____ Dollars ($_____)

"**Partnership Agreement**" means the Second Amended and Restated Agreement of Limited Partnership of the Borrower dated as of even date herewith, among the General Partner, the Special Limited Partner and the Investor Limited Partner, as the same may be amended, modified or supplemented from time to time, subject to the terms hereof.

"**Partnership Documents**" means, collectively, the Partnership Agreement and any other documents that govern the formation, organization, management and funding of Borrower's partnership.

"**Payment Guaranty**" means the Payment Guaranty dated as of even date herewith and executed by the Guarantor in favor of the Issuer, as the same may be modified, supplemented or amended from time to time.

"**Permitted Encumbrances**" shall have the meaning ascribed to such term in the Mortgage.

"**Personal Property**" means all materials, furnishings, fixtures, furniture, machinery, equipment and all items of tangible or intangible personal property now or hereafter owned or acquired by the Borrower in which the Issuer has been or will be granted an interest to secure the obligations of the Borrower under the Loan Documents.

"**Plans and Specifications**" means the plans and specifications for the Project prepared by the Architect and more particularly described in the Construction Disbursement Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof and the Construction Disbursement Agreement.

"**Project Approvals**" means all approvals, consents, waivers, orders, agreements, authorization, permits and licenses required under applicable Legal Requirements or under the

terms of any restriction, covenant or easement affecting the Project, or otherwise necessary or desirable for the ownership, acquisition, rehabilitation and equipping, use and operation of the Project and the Improvements, whether obtained from a Governmental Authority or any other Person.

"**Project Costs**" means the sum of all Direct Costs and Indirect Costs that will be incurred by the Borrower in connection with the acquisition of the Land and the Improvements, the rehabilitation and equipping of the Improvements, the marketing and leasing of leasable space in the Improvements, and the operation and carrying of the Project through Stabilization.

"**Project Revenues**" means, for any period, the revenues actually collected during such period (a) generated from all tenants and others occupying or having a right to occupy or use the Project or any portion thereof (other than revenue from Section 8 vouchers to the extent such revenue causes the rent on any unit to exceed the lower of (A) maximum allowable tax credit rent designated for that unit or (B) the average rent being achieved for similar non-Section 8 subsidized units within the Project for such period), adjusted to reflect rental concessions over the term of any applicable lease, and (b) from the use and occupancy of any amenities and services of the Project, including vending machine income, net cable TV revenues, laundry service and parking income, but exclusive of (i) capital contributions, (ii) net proceeds from the sale or refinancing of the Project, (iii) net proceeds of insurance (other than proceeds of loss of rent insurance to the extent paid for apartment units occupied at the time of the loss), and net condemnation awards, (iv) security deposits and prepaid rents to the extent not permitted to be released to the Borrower pursuant to the terms of leases, and (v) interest earnings.

"**Projected Operating Expenses**" means $_____ per annum (increased on an annual basis beginning _____ 1, 20___, by ___%), [plus actual costs of utilities, insurance and Impositions (provided Impositions constituting real property taxes are based on the full assessed value of the Project following completion of rehabilitation and equipping of the Improvements as contemplated by this Loan Agreement and provided further that if the actual amount of real property taxes reflects a full or partial abatement or exemption, such abatement or exemption shall have been approved by Servicer), plus all required deposits into the Replacement Reserve Fund] [plus all scheduled debt service and scheduled principal payments on Indebtedness related to the Project].

"**Proposed Budget**" means the proposed capital and operating budget for the Project, submitted to the Servicer for approval.

"**Required Equity Funds**" means contributions by Investor Limited Partner to the capital of the Borrower, for application to Project Costs in accordance with the Approved Budget and for payment of Seller loans used to finance Project Costs, to be contributed and so applied in installments at times and in amounts approved by the Servicer, in the aggregate amount of _____ Dollars ($_____).

"**Reserved Rights**" means, the rights of the Issuer hereunder pursuant to Sections 2.3(a), 2.3(b), 2.3(c), 2.3(d), 2.3(e), 2.3(f), 2.3(j), 2.3(l), 3.2(c), 3.2(d), 3.2(f), 5.3, 5.6, 5.13, 5.14, 5.19, 5.21(b), 6.3(a)(ii), 7.4 and 7.8 hereof, which are retained and not assigned to the Trustee pursuant to the Indenture.

"**Secured Property**" shall have the meaning ascribed to such term in the Mortgage.

"**Seller Loan**" means the [30-year] acquisition loan from The Community Builders, Inc. to Borrower in the amount of Two Million Three Hundred Thousand and No/100 Dollars ($2,300,000).

"**Seller Loan Documents**" means all documents which evidence, guarantee, secure or otherwise pertain to the Seller Loan, including but not limited to a subordinate mortgage or any other security instrument securing the Seller Loan and any regulatory agreement, development agreement or use restriction imposed upon Borrower or the Project in connection with the Seller Loan.

"**Single Purpose Entity**" means an entity that (i) is formed solely for the purpose of owning and operating a single asset; (ii) does not engage in any business unrelated to such asset; (iii) keeps its own books and records and its own accounts, separate and apart from the books, records and accounts of any other Person; and (iv) holds itself out as being a legal entity, separate and apart from any other Person.

"**Stabilization**" means the point at which

(i) the Project has attained Completion;

(ii) at least 90% of the residential units within the Project have been occupied by tenants meeting the requirements of the Loan Documents in each of the three (3) consecutive months immediately preceding the date of determination;

(iii) the ratio of (a) Net Operating Income in each of the three (3) consecutive months immediately preceding the date of determination to (b) maximum principal and interest payable in any month under the Bond Documents on the amount of Bonds Outstanding (as defined in the Indenture) as of the date of determination equals or exceeds 1.15 to 1.0; and

(iv) the outstanding principal balance of the Bonds and the Loan has been reduced to an amount not in excess of $_____.

"**Stabilization Deadline**" has the meaning set forth for that term in the Construction Disbursement Agreement.

Subordinate Loans" means collectively, the City Loan, the IHDA Loan and the Seller Loan and any loans made by The Community Builders, Inc., or the General Partner to the Borrower made pursuant to the Partnership Agreement.

"**Survey**" means an instrument survey of the Land and the Improvements prepared in accordance with the Servicer's survey requirements, such survey to be reasonably satisfactory to the Servicer in form and substance.

"**Tax Credits**" means the federal low income housing credits available with respect to the Project.

"**Title Insurance Company**" means Stewart Title Guaranty Company.

"**Title Policy**" means an ALTA standard form title insurance policy issued by the Title Insurance Company for the benefit of the Trustee and, its successors and assigns, as their interests may appear (with such reinsurance or co-insurance as the Servicer may require, any such reinsurance to be with direct access endorsements) insuring the priority of the Mortgage and that the Borrower holds marketable fee simple title to the Project, subject only to Permitted Encumbrances and such exceptions as the Servicer may approve, and containing such endorsements and affirmative insurance as the Servicer in its discretion may require.

"**Unit Reserve Amount**" means during the first twelve months following completion of rehabilitation and equipping of the Project, an amount equal to $300 times the number of apartment units at the Project, which amount shall be increased (i) as of the first day of the first full month of each succeeding twelve month period by the amount by which the cost of living (as reflected in the Consumer Price Index for the metropolitan area in which the Project is located, or any successor or substitute index) as of the last calendar month of the immediately preceding twelve month period exceeded such cost of living as of the last calendar month of the prior twelve month period and (ii) not more frequently than once every five years upon the written direction of the Servicer by an amount reasonably determined by the Servicer, based on a physical needs assessment in respect of the Project, as necessary to meet the upcoming capital needs of the Project.

ARTICLE II.

REPRESENTATIONS AND COVENANTS

Section 2.1. Representations by the Issuer. The Issuer makes the following representations as of the date of the execution and delivery of this Loan Agreement as the basis for the undertakings on its part herein contained:

(a) The Issuer is a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois.

(b) The Issuer has the power and lawful authority to adopt the Ordinance, to execute and deliver the Issuer Documents, to issue the Bonds and receive the proceeds of the Bonds, to apply the proceeds of the Bonds to make the Loan, to assign the revenues derived and to be derived by the Issuer from the Loan to the Trustee and to perform and observe the provisions of to enter into the transactions the Issuer Documents and the Bonds on its part to be performed and observed.

(c) The Issuer has duly authorized the execution and delivery of each of the Issuer Documents, the issuance sale and delivery of the Bonds and the performance of the obligations of the Issuer thereunder.

(d) The Issuer Documents and the Bonds have been duly executed and delivered by the Issuer and constitute the legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

(e) Neither of the Issuer nor any director, member, officer or employee of the Issuer has any interest, financial, employment or other, in the Borrower, the Project or the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of the Issuer, threatened against the Issuer by or before any court, governmental agency or public board or body, which (i) affects or questions the existence or the territorial jurisdiction of the Issuer or the title to office of any member of the Issuer; (ii) affects or seeks to prohibit, restrain or enjoin the execution and delivery of any of the Issuer Documents, or the issuance, execution or delivery of the Bonds; (iii) affects or questions the validity or enforceability of any of the Issuer Documents or the Bonds; (iv) questions the exclusion from gross income for federal income taxation of interest on the Bonds; or (v) questions the power or authority of the Issuer to perform its obligations under any of the Issuer Documents or the Bonds or to carry out the transactions contemplated by any of the Issuer Documents or the Bonds.

(g) The Issuer makes no representation or warranty, express or implied, that the proceeds of the Bonds will be sufficient to finance the acquisition, rehabilitation and equipping of the Project or that the Project will be adequate or sufficient for the Borrower's intended purposes.

Section 2.2. Representations by the Borrower. The Borrower makes the following representations and warranties, and covenants and agrees as follows, as of and from the date of the execution and delivery of this Loan Agreement as the basis for the undertakings on its part herein contained:

(a) The Borrower is, and at all times will be, a limited partnership duly organized, validly existing and in good standing under the laws of the State. The General Partner is, and at all times will be, a corporation, duly organized, validly existing and in good standing under the laws of the State. Each of the Borrower and the General Partner has, and will at all times have, all requisite power to own its property and conduct its business as now conducted and as presently contemplated, to execute and deliver the Loan Documents and the General Partner Documents and to perform its duties and obligations hereunder and thereunder.

(b) The execution, delivery and performance of this Loan Agreement and the other Loan Documents and the transactions contemplated hereby and thereby (i) are within the authority of the Borrower, (ii) have been duly authorized by all necessary proceedings on the part of the Borrower, (iii) do not conflict with or result in any breach or contravention of any provision of law, statute, rule or regulation to which the Borrower is subject or any judgment, order, writ, injunction, license or permit applicable to the Borrower, (iv) do not conflict with any provision of the Organizational Documents of the Borrower, and (v) do not require the approval or consent of, or filing with, any governmental agency or authority other than those already obtained or which because of the status of the Project are not yet required and the filing of certain of the Loan Documents in the appropriate public records.

(c) The execution and delivery of this Loan Agreement and the other Loan Documents will result in valid and legally binding obligations of the Borrower enforceable against it in accordance with the respective terms and provisions hereof and thereof, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights, and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

(d) The Borrower and the General Partner are, and will at all times be, Single Purpose Entities.

(e) The address of the Borrower's chief executive office and principal place of business is c/o The Community Builders, Inc., 95 Berkeley Street, Boston, Massachusetts 02116. The organizational identification number for the Borrower is _____. The federal employer identification number for the Borrower is _____.

(f) On the Closing Date, the Borrower will acquire and hold fee simple title to the Land and the Improvements, in each case subject only to the Permitted Encumbrances. The Borrower possesses, and will at all times possess, all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Project, without known conflict with any rights of others.

(g) The Borrower is not subject to any charter, partnership or other legal restriction, or any judgment, decree, order, rule or regulation that has or is expected in the future to have a materially adverse effect on the business assets or financial condition of the Borrower. The Borrower is not, and will not be, a party to any contract or agreement that has or is expected, in the judgment of the Borrower's partners, to have any materially adverse effect on the business or financial condition of the Borrower.

(h) The Borrower is not and will not at any time be, in violation of any provision of its Organizational Documents or any agreement or instrument to which it may be subject or by which it or any of its properties may be bound or any decree, order, judgment, statute, license,

rule or regulation, in any of the foregoing cases in a manner that could result in the imposition of substantial penalties or adversely affect the financial condition, properties or business of the Borrower.

(i) The Borrower and each Obligor (i) has made or filed, and will make or file in a timely fashion, all federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid, and will pay when due, all taxes and other governmental assessments and charges shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and by appropriate proceedings, (iii) if a partnership, limited liability partnership or limited liability company, has, and will maintain, partnership tax classification under the Code, and (iv) has set aside, and will at all times set aside, on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the period to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the partners, officers, members or trustees of the Borrower know of no basis for any such claim. The Borrower has filed, and will continue to file, all of such tax returns, reports, and declarations either (x) separately from any Affiliate or (y) if part of a consolidated filing, as a separate member of any such consolidated group.

(j) The Project is located wholly within the State and within the jurisdiction of the Issuer.

(k) None of the Issuer, the Trustee or any director, member, officer or employee of the Issuer or the Trustee has any interest, financial, employment or other, in the Borrower, the Project or the transactions contemplated hereby.

(l) There is no Event of Default on the part of the Borrower or any Obligor under this Loan Agreement or any other Loan Document, any General Partner Document, any Guarantor Document or any Organizational Document, and no event has occurred and is continuing which after notice or passage of time or both would give rise to a default under any thereof. The Borrower has received no notices of and has no knowledge of any violations of any Legal Requirements or Project Approvals.

(m) The certifications, representations, warranties, statements, information and descriptions contained in the Loan Documents and in the Borrower's Tax Certificate, as of the date of the first authentication and delivery of the Bonds, are and will be true, correct and complete, do not and will not contain any untrue statement or misleading statement of a material fact, and do not and will not omit to state a material fact required to be stated therein or necessary to make the certifications, representations, warranties, statements, information and descriptions contained therein, in light of the circumstances under which they were made, not misleading. The estimates and the assumptions regarding financial matters contained in the Loan Documents and in the Borrower's Tax Certificate, as of the date of the first authentication and delivery of the Bonds, are reasonable and based on the best information available to the Borrower. Each of the certifications, representations, warranties, statements, information and

descriptions contained in the Borrower's Tax Certificate is hereby incorporated into this Loan Agreement by reference, as if fully set forth herein.

(n) The Borrower has furnished to the Issuer in the Borrower's Tax Certificate all information necessary for the Issuer to file an IRS Form 8038 with respect to the Bonds, and all of such information is and will be on the date of filing, true, complete and correct.

(o) The Borrower is not contemplating either the filing of a petition by it, by the General Partner or by the Managing Member under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property, and the Borrower has no knowledge of any Person contemplating the filing of any such petition against it or any Obligor.

(p) The Borrower is not an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of the Borrower constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. section 2510.3-101.

(q) No part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other Regulation of such Board of Governors, or for any purpose prohibited by Legal Requirements or any Loan Document.

(r) The Borrower is not (i) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; (ii) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended; or (iii) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money.

(s) The Borrower has not entered into the Loan or any Loan Document with the actual intent to hinder, delay, or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Loan Documents. Giving effect to the transactions contemplated by the Loan Documents, the fair saleable value of the Borrower's assets exceeds and will, immediately following the execution and delivery of the Loan Documents, exceed the Borrower's total liabilities, including subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Borrower's assets is and will, immediately following the execution and delivery of the Loan Documents, be greater than the Borrower's probable liabilities, including maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Borrower's assets do not and, immediately following the execution and delivery of the Loan Documents, will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. The Borrower does not intend to, and does not believe it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

descriptions contained in the Borrower's Tax Certificate is hereby incorporated into this Loan Agreement by reference, as if fully set forth herein.

(n) The Borrower has furnished to the Issuer in the Borrower's Tax Certificate all information necessary for the Issuer to file an IRS Form 8038 with respect to the Bonds, and all of such information is and will be on the date of filing, true, complete and correct.

(o) The Borrower is not contemplating either the filing of a petition by it, by the General Partner or by the Managing Member under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property, and the Borrower has no knowledge of any Person contemplating the filing of any such petition against it or any Obligor.

(p) The Borrower is not an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of the Borrower constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. section 2510.3-101.

(q) No part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other Regulation of such Board of Governors, or for any purpose prohibited by Legal Requirements or any Loan Document.

(r) The Borrower is not (i) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; (ii) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended; or (iii) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money.

(s) The Borrower has not entered into the Loan or any Loan Document with the actual intent to hinder, delay, or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Loan Documents. Giving effect to the transactions contemplated by the Loan Documents, the fair saleable value of the Borrower's assets exceeds and will, immediately following the execution and delivery of the Loan Documents, exceed the Borrower's total liabilities, including subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Borrower's assets is and will, immediately following the execution and delivery of the Loan Documents, be greater than the Borrower's probable liabilities, including maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Borrower's assets do not and, immediately following the execution and delivery of the Loan Documents, will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. The Borrower does not intend to, and does not believe it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

(t) All information regarding the Borrower, the Project and any Obligor delivered to the Issuer, the Trustee and the Bank is true and correct in all material respects and all such financial information fairly presents the financial condition and results of operations of the Borrower and the other Obligors for the periods to which such financial information relates, and discloses all liabilities and contingent liabilities of the Borrower or the other Obligors.

(u) There are no actions, suits, proceedings or investigations of any kind pending or threatened against the Borrower, or the General Partner before any court, tribunal or administrative agency or board or any mediator or arbitrator that, if adversely determined, might, either in any case or in the aggregate, materially adversely affect the business, assets or financial condition of the Borrower or the General Partner, or result in any liability not adequately covered by insurance, or for which adequate reserves are not maintained on the balance sheet of the Borrower or the General Partner or which question the validity of this Loan Agreement or any of the other Loan Documents or any of the General Partner Documents, any action taken or to be taken pursuant hereto or thereto, or any lien or security interest created or intended to be created pursuant hereto or thereto, or which will materially adversely affect the ability of the Borrower or the General Partner to rehabilitate, equip, use and occupy the Project or to pay and perform its obligations hereunder in the manner contemplated by this Loan Agreement, any of the other Loan Documents or any of the General Partner Documents.

(v) All utility services necessary and sufficient for the rehabilitation, equipping and operation of the Project shall be, upon Completion of the Project, and thereafter will at all times be, available through dedicated public rights of way or through perpetual private easements with respect to which the Mortgage creates a valid and enforceable first lien. The Borrower has obtained, or promptly will obtain, all utility installations and connections required for the operation and servicing of the Project for its intended purposes.

(w) The rights of way for all roads necessary for the full utilization of the Project for its intended purposes have either been acquired by the appropriate Governmental Authority or have been dedicated to public use and accepted by such Governmental Authority. All such roads shall have been completed, and the right to use all such roads, or suitable substitute rights of way approved by the initial Servicer, shall be maintained at all times for the Project. All curb cuts, driveways and traffic signals shown on the Plans and Specifications are existing or have been fully approved by the appropriate Governmental Authority and after the completion thereof, shall be maintained at all times for the Project.

(x) The acquisition, rehabilitation, equipping, use and occupancy of the Project will at times comply with all Legal Requirements other than City of Chicago building code violations to be remedied in connection with rehabilitating the Project in accordance with the Plans and Specifications. The Borrower will give all notices to, and take all other actions with respect to, such Governmental Authorities as may be required under applicable Legal Requirements to rehabilitate and equip the Improvements and to use, occupy and operate the Project.

(y) Except as set forth on Exhibit C hereto, the Borrower has obtained all Project Approvals required for the acquisition, rehabilitation and equipping of the Project in accordance with the Plans and Specifications. All Project Approvals obtained by the Borrower have been validly issued and are in full force and effect. The Borrower has no reason to believe that any of

the Project Approvals required for acquisition, rehabilitation and equipping of the Project in accordance with the Plans and Specifications and not heretofore obtained by the Borrower will not be obtained by the Borrower in the ordinary course in order to permit completion of rehabilitation and equipping of the Project in accordance with the Plans and Specifications on or before the Completion Date. The Borrower will timely obtain all Project Approvals not heretofore obtained by the Borrower (including those listed and described on Exhibit C hereto, those required for use and occupancy of the Project for its intended purpose upon Completion and any other Project Approvals which may hereafter become required, necessary or desirable) and will furnish the Servicer with evidence that the Borrower has obtained such Project Approvals promptly upon their receipt. The Borrower will duly perform and comply with all of the terms and conditions of all Project Approvals obtained at any time. No Project Approvals will terminate, or become void or voidable or terminable, upon any sale, transfer or other disposition of the Project, including any transfer pursuant to foreclosure, deed in lieu of foreclosure or exercise of power of sale under the Mortgage.

(z) The Borrower has furnished the Bank with true and complete sets of the Plans and Specifications. The Plans and Specifications so furnished to the initial Servicer comply with all Legal Requirements, all Project Approvals, and all restrictions, covenants and easements affecting the Project, and have been approved by such Governmental Authority as is required for rehabilitation and equipping of the Improvements.

(aa) The Development Budget accurately reflects all Project Costs.

(bb) The Survey delivered to the Bank does not fail to reflect any material matter of survey affecting the Project or the title thereto.

(cc) No part of the Land is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazard or to the extent any part of the Land is an area identified as an area having special flood hazard, adequate flood insurance has been obtained by the Borrower.

(dd) The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority, the violation of which might materially adversely affect the condition (financial or otherwise) or business of the Borrower. There has not been and shall never be committed by the Borrower or, to the knowledge of the Borrower, any other Person in occupancy of or involved with the operation or use of the Project any act or omission affording any Governmental Authority the right of forfeiture as against the Project or any part thereof any moneys paid in performance of the Borrower's obligations under any Loan Document.

(ee) The Construction Contract and the Architect's Contract are each in full force and effect and each of the parties thereto are in full compliance with their respective obligations thereunder. The work to be performed by the Contractor under the Construction Contract is the work called for by the Plans and Specifications, and all work required to complete the Improvements in accordance with the Plans and Specifications is provided for under the Construction Contract.

(ff) Each Requisition submitted by the Borrower shall contain an affirmation that the foregoing representations and warranties remain true and correct as of the date hereof in all material respects.

Section 2.3. Covenants by the Borrower. The Borrower hereby covenants and agrees that, on and after the Closing Date, it will:

(a) Give written notice promptly, and in any event at least thirty (30) days prior to the closing thereof, of any intended refinancing of the Project to the Issuer, the Trustee and the Servicer;

(b) Comply with all Legal Requirements and promptly furnish the Issuer, the Trustee and the Servicer with reports of any official searches made by any Governmental Authority and any claims of violations thereof;

(c) Upon reasonable notice and at reasonable times, permit the Servicer, the Majority Owner, the Issuer and the Trustee (or their representatives) to enter upon the Land and inspect the Project;

(d) Indemnify the Issuer, the Trustee, the Bank and the Servicer against claims of brokers arising by reason of the execution hereof or the consummation of the transactions contemplated hereby;

(e) Deliver to the Servicer and the Issuer copies of all leases (other than leases to residential tenants in the ordinary course of business in the form set forth in Exhibit D hereto) with respect to the Project or any portion thereof, whether executed before or after the date of this Loan Agreement;

(f) Not enter into, cancel or amend any agreement for the furnishing of management or similar services to the Project, without the prior written consent of the Servicer and the Issuer, such consent not to be unreasonably withheld or delayed; provided, however, that no such consent shall be required if such amendment contemplates the appointment of The Community Builders, Inc. to serve as Manager, except that any increase to the amount of the fee for management services shall require the prior written consent of the Servicer and the Issuer.

(g) Comply with all restrictions, covenants and easements affecting the Land or the Project;

(h) Take, or require to be taken, such acts as may be required under applicable law or regulation in order that the interest on the Bonds continues to be excludable from gross income for purposes of federal income taxation, and refrain from taking any action which would adversely affect the exclusion from gross income of interest on the Bonds from federal income taxation;

(i) Perform and satisfy all the duties and obligations of the Borrower set forth and specified in the Indenture as duties and obligations of the Borrower, including those duties and obligations which the Indenture requires this Loan Agreement or the other Loan Documents to impose upon the Borrower;

(j) Confirm and assure that the Project, equipment, buildings, plans, offices, apparatus, devices, books, contracts, records, documents and other papers relating thereto shall at all times be maintained in reasonable condition for proper audit and shall be subject to examination and inspection at reasonable times and upon reasonable notice by the Issuer, the Trustee or the Servicer or the duly authorized agent of any of them and shall keep copies of all written contracts or other instruments which affect the Project in any material respect, all or any of which shall be subject to inspection and examination by the Issuer, the Trustee, the Servicer or the duly authorized agent of any of them;

(k) Commencing on the fifth anniversary of the Closing Date, and on such anniversary in each fifth year thereafter, cause the filing, registration, recording, refiling, re-registration or rerecording of the Mortgage and any Financing Statement amendments thereto, continuation statements or instruments of a similar character relating to the pledge and assignments made by the Borrower to the Trustee or the Issuer to or for the benefit of the Owners of the Bonds to take place at Borrower's expense and promptly after any filing, recording, refiling or rerecording of the Mortgage and any such Financing Statement or amendment thereto or continuation statement or instrument, deliver to the Trustee and the Servicer evidence, satisfactory to the Trustee and the Servicer, that such filing, registration, recording, refiling, re-registration, or rerecording has been duly accomplished and setting forth the particulars thereof;

(l) Promptly notify the Issuer, the Trustee and the Servicer in writing of any (i) default by the Borrower in the performance or observance of any covenant, agreement, representation, warranty or obligation of the Borrower set forth in this Loan Agreement or any other Loan Documents or (ii) any event or condition which with the lapse of time or the giving of notice, or both would constitute an Event of Default under this Loan Agreement or any other Loan Documents; and commence, pursue and complete rehabilitation and equipping of the Improvements as provided herein and in the Construction Disbursement Agreement.

ARTICLE III.

LOAN AND PROVISIONS FOR REPAYMENT

Section 3.1. Issuance of Bonds and Delivery of Note and other Loan Documents.

(a) In order to finance a portion of the costs of the acquisition, rehabilitation and equipping of the Project, the Issuer has issued and caused the Trustee to authenticate and deliver the Bonds pursuant to the Indenture to the initial Owner. Each series of Bonds bears interest and is payable as provided therein and in the Indenture. Each series of Bonds shall mature and all Outstanding principal of, Prepayment Equalization Payments, interest and Additional Interest (if any) on such series of Bonds shall be due and payable in full on the Maturity Date applicable to such series of Bonds, all as provided more fully in the Bonds and the Indenture.

(b) The Issuer agrees to lend the proceeds received from the sale of the Bonds to the Borrower, by causing such amounts to be deposited directly into the Project Fund, subject to the terms and conditions of the Indenture and this Loan Agreement, including the terms and conditions thereof and hereof governing the disbursement of proceeds of the Loan.

(c) Pursuant to the Indenture, the Trustee shall make disbursements from the Project Fund created pursuant to the Indenture to pay or to reimburse the Borrower for costs of the acquisition, rehabilitation and equipping of the Project, subject to the conditions of the Indenture and this Loan Agreement. Upon receipt of a properly signed Requisition approved by the Servicer (which approval of the Servicer is expressly subject to the satisfaction of the conditions precedent set forth in the Construction Disbursement Agreement), the Trustee is authorized to act upon such Requisition without further inquiry, and, except for negligence after notice of facts to the contrary or willful misconduct of the Trustee, the Borrower shall hold the Trustee harmless against any and all losses, claims or liabilities incurred in connection with the Trustee's making disbursements from the Project Fund in accordance with such Requisition. Neither the Trustee nor the Issuer shall be responsible for the application by the Borrower of moneys properly disbursed from the Project Fund.

(d) Concurrently with the sale and delivery of the Bonds, and to evidence further the obligation to repay the Loan in accordance with the provisions of this Loan Agreement, the Borrower has executed and delivered the Note and the other Loan Documents.

Section 3.2. Loan Repayments and Other Amounts.

(a) [On the Closing Date, the Borrower shall pay to the Trustee, for deposit into the Revenue Fund, the amount equal to $_____. Thereafter,] the Borrower shall pay to the Trustee, for deposit into the Revenue Fund, on the first day of each month commencing _____, 20____ an amount equal to the sum of (i) the interest due on the Bonds on said date (after taking into account funds available for such purpose, if any, in the Capitalized Interest Account of the Project Fund), plus (ii) the principal due on the Bonds on said date, plus (iii) amounts required to be deposited into the Replacement Reserve Fund (pursuant to Section 5.22(c) hereof), the Operating Reserve Fund (pursuant to Section 5.22(i) hereof) and the Tax and Insurance Fund pursuant to Section 5.22(h) hereof) as of such date. Amounts so paid to the Trustee by the Borrower shall be in immediately available funds or shall be such that on the Bond Payment Date they are available funds.

(b) The Borrower understands that the interest rate applicable under the Note and with respect to the Bonds is based upon the assumption that interest income paid on the Bonds will be excludable from the gross income of the Owners under Section 103 of the Code. In the event that an Initial Notification of Taxability shall occur, then the interest rate on the Note and the Bonds, and on all obligations under this Agreement (other than those to which the Default Rate applies) shall, effective on the date of such Initial Notification of Taxability, be increased to a rate equal to the Taxable Rate. The Borrower shall, in addition, pay to the Trustee, for deposit into the Revenue Fund, promptly upon demand from the Trustee or the Servicer, an amount equal to the Additional Interest payable on the Bonds. The Borrower shall also indemnify, defend and hold the Owners harmless from any penalties, interest expense or other costs, including reasonable attorneys' fees (including all reasonably allocated time and charges of Owners' and Trustee's "in-house" and "outside" counsel) and accountants' costs, resulting from any dispute with the Internal Revenue Service concerning the proper tax treatment of the Bonds and any interest payable to any Owner with respect to the Bonds. The obligations of the Borrower under this Section 3.2(b) shall survive termination of this Agreement and the Note and repayment of the Loan. If, following any increase in interest rates pursuant to this

Section 3.2(b), a final determination is made, to the satisfaction of the Owners, that interest paid on the Bonds is excludable from the Owners' gross income under Section 103 of the Code, the Owners shall promptly refund to the Borrower any Additional Interest and other additional amounts paid by the Borrower pursuant to this Section 3.2(b).

(c) The Borrower agrees to pay the Trustee Fee and Trustee Expenses to the Trustee and agrees to pay the Issuer's Fee to the Issuer. The Borrower also agrees to pay all fees, charges and expenses of the Trustee and the Issuer, respectively (including, without limitation, the reasonable, actually incurred fees and expenses of counsel to the Issuer, Bond Counsel and counsel to the Trustee), as and when the same become due. The Borrower also agrees to pay the printing and engraving costs of the Bonds, including any certificates required to be prepared for use in connection with any exchanges of Bonds for the cost of which Owners are not liable. The Borrower also agrees to pay Origination Fee to Bank on or before the Closing Date, and to pay all reasonable costs and expenses incurred by the Servicer in connection with the administration of the Bonds, the Loan or the collateral therefor, and any amendments, modifications or "workouts" thereof, including without limitation reasonable attorneys' fees and costs (including allocated costs of in-house attorneys), fees and costs of engineers, accountants, appraisers and other consultants, title insurance premiums and recording costs upon receipt of written demand therefor.

(d) The Borrower agrees to pay all Costs of Issuance (in addition to those Costs of Issuance otherwise required to be paid by this Section 3.2).

(e) The Borrower agrees to pay any Prepayment Equalization Payments at the times and in the amounts the same become payable pursuant to the Indenture.

(f) The Borrower agrees to pay, as and when the same become due, to the Issuer, the Servicer or the Trustee any extraordinary expenses, including, without limitation, any costs of litigation, which may be incurred by the Issuer, the Servicer or the Trustee in connection with this Loan Agreement or the Indenture, including the reasonable, actually incurred costs and fees of any attorneys or other experts retained by the Issuer, the Servicer or the Trustee in connection therewith.

(g) The Borrower agrees to repay the Loan at the times and in the amounts necessary to enable the Trustee, on behalf of the Issuer, to pay all amounts payable with respect to the Bonds, when due, whether at maturity or upon redemption, acceleration, tender, purchase or otherwise.

Section 3.3. Payments Pledged and Assigned. It is understood and agreed that the Loan Documents and certain other documents and property and all payments required to be made by the Borrower pursuant hereto (except payments to be made to the Issuer in respect of its Reserved Rights and payments to be made to the Servicer and the Trustee pursuant to Section 3.2(b) hereof) have been assigned to the Trustee simultaneously herewith pursuant to the Indenture as and for security for the Bonds. The Borrower hereby consents to such assignment and recognizes the Trustee as the assignee of the Issuer, to the extent of the assignment, for purposes of said documents and property.

Section 3.4. Obligations of Borrower Hereunder Unconditional. The obligations of the Borrower to make any payments required by the terms of this Loan Agreement and the other Loan Documents, including, without limitation, the payments required in Section 3.2 hereof, and to perform and observe the other agreements on its part contained herein and in the other Loan Documents shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set-off, counterclaim, abatement or otherwise and, until such time as the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture. The Borrower (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for herein or in the other Loan Documents, (ii) will perform and observe all of its other agreements contained herein and the other Loan Documents and (iii) will not suspend the performance of its obligations hereunder and under the other Loan Documents for any cause including, without limiting the generality of the foregoing, failure to complete rehabilitation and equipping of the Project, any acts or circumstances that may constitute failure of consideration, failure of or a defect of title to the Project or any part thereof, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either, or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement or the other Loan Documents. The Borrower may, at its own cost and expense and in its own name or in the name of the Issuer (provided the Issuer is a necessary party and consents thereto), prosecute or defend any action or proceeding or take any other action involving third persons which the Borrower deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Issuer, subject to the provisions of the Indenture, hereby agrees to cooperate fully with the Borrower and to take all action (at the Borrower's cost and expense) necessary to effect the substitution of the Borrower for the Issuer in any such action or proceeding if the Borrower shall so request.

ARTICLE IV.

ADVANCES

Section 4.1. Requisition. At such time as the Borrower shall desire to obtain an advance from the Loan Account, the Insurance and Condemnation Proceeds Account, or the **[Equity Account]** of the Project Fund, the Borrower shall complete, execute and deliver a Requisition to the Servicer. Each Requisition shall be signed on behalf of the Borrower and shall be in the form attached as Exhibit L to the Construction Disbursement Agreement. The Trustee may rely conclusively on the statements and certifications contained in any Requisition. The Borrower shall not submit any Requisition directly to the Trustee. Each advance from the Loan Account, the Insurance and Condemnation Proceeds Account, or the **[Equity Account]** of the Project Fund by the Trustee shall be subject to prior approval of the Requisition by the Servicer. Upon approval, the Servicer shall forward each Requisition to the Trustee for payment.

ARTICLE V.

SPECIAL COVENANTS OF THE BORROWER

Section 5.1. Commencement and Completion of Project. The Borrower will commence rehabilitation and equipping of the Improvements within thirty (30) days after the Closing Date, will diligently pursue rehabilitation and equipping of the Improvements, will attain Completion prior to the Completion Date, and will pay all sums and perform all such acts as may be necessary or appropriate to complete such rehabilitation and equipping, all as more fully set forth in the Construction Disbursement Agreement.

Section 5.2. Records and Accounts. The Borrower will (a) keep true and accurate records and books of account in which full, true and correct entries will be made in accordance with Generally Accepted Accounting Principles, which records and books will not be maintained on a consolidated basis with those of any other Person, including any Affiliate of the Borrower and (b) maintain adequate accounts and reserves for all taxes (including income taxes), depreciation and amortization of its properties, contingencies, and other reserves, all of which accounts shall not be commingled with accounts of any other Person, including any or Affiliate of the Borrower.

Section 5.3. Financial Statements and Information. The Borrower will deliver, or cause to be delivered, to the Issuer, the Trustee and the Servicer:

(a) as soon as available, but in any event not later than one hundred twenty (120) days after the end of each fiscal year of the Borrower, beginning for the year ended **[December 31, 2006]**, the audited balance sheet of the Borrower at the end of such year, and the related audited statement of income, statement of retained earnings, changes in capital, and statement of cash flows for such year, and a statement of all contingent liabilities of the Borrower which are not reflected in such financial statements or referred to in the notes thereto, each setting forth in comparative form the figures for the previous fiscal year and all such statements to be in reasonable detail, prepared in accordance with Generally Accepted Accounting Principles, and accompanied by an auditor's report prepared without qualification by the Accountant;

(b) as soon as available, but in any event not later than one hundred twenty (120) days after the end of each fiscal year of the Guarantor, beginning for the year ended **[December 31, 2006]**, the audited balance sheet of the Guarantor at the end of such year, and the related audited statement of income, statement of retained earnings, changes in capital, and statement of cash flows for such year, and a statement of all contingent liabilities of the Guarantor which are not reflected in such financial statements or referred to in the notes thereto, each setting forth in comparative form the figures for the previous fiscal year and all such statements to be in reasonable detail, prepared in accordance with Generally Accepted Accounting Principles, and accompanied by an auditor's report prepared without qualification by the Accountant;

(c) as soon as available, but in any event not later than sixty (60) days after the end of each calendar quarter, copies of the balance sheet of the Borrower as at the end of such quarter,

and the related statement of income, statement of retained earnings, changes in capital, and statement of cash flows for the portion of the Borrower's fiscal year then elapsed, all in reasonable detail and prepared in accordance with Generally Accepted Accounting Principles, together with a certification by the chief financial officer of the Guarantor that the information contained in such financial statements fairly present the financial position of the Borrower on the date thereof (subject to year-end adjustments);

(d) within forty-five (45) days after the end of each calendar quarter, commencing with the quarter in which Stabilization occurs, (i) a current rent roll and schedule of aging lease receivables as of the end of such quarter, in form and level of detail reasonably acceptable to the Servicer, detailing, with respect to each Lease, the tenant's name, the Lease date, the premises demised, the term, the rent, the security deposit and any rent paid more than one month in advance, (ii) a leasing report setting forth the Borrower's efforts to market and lease the then unleased space in the Improvements and the results of such efforts, accompanied by a certificate of the Borrower in the form attached hereto as Exhibit F, and (iii) an operating report for the Project for such quarter, in form and level of detail reasonably acceptable to the Servicer, together with a certification by the chief financial officer of the Guarantor that the information in all of the items required pursuant to this Section 5.3(d) is true and correct;

(e) quarterly, on the first day of each calendar quarter beginning with the quarter in which the Project achieves Completion and ending in the quarter in which the Project achieves Stabilization, a certificate in the form set forth in Exhibit G hereto;

(f) on or before December 1 of each year, a copy of the Proposed Budget, and on or before January 30 of each year, a copy of the Approved Budget; and

(g) from time to time such other financial data and information related to the Borrower, the General Partner and the Project as the Issuer, the Trustee or the Servicer may reasonably request.

Section 5.4. Insurance.

(a) The Borrower will obtain and maintain insurance with respect to the Project and the operations of the Borrower as required from time to time by the Servicer. The initial insurance requirements are set forth on Exhibit E hereto. All renewal policies, with premiums paid, shall be delivered to the Servicer at least thirty (30) days before expiration of the existing policies. If any such insurance shall expire or be canceled, or become void or voidable by reason of the breach of any condition of coverage, or if the Servicer determines that any coverage is unsatisfactory by reason of the failure or impairment of the capital of any insurance carrier, or if any insurance is unsatisfactory to the Servicer, in its sole judgment, the Borrower shall promptly place new insurance satisfactory to the Servicer.

(b) The Borrower will provide the Trustee and the Servicer with certificates evidencing such insurance upon the request of the Servicer.

(c) If the Borrower fails to provide, maintain, keep in force or deliver to the Servicer the policies of insurance and certificates required by this Loan Agreement, the Servicer may (but shall have no obligation to) procure such insurance, and the Borrower will pay all premiums

thereon promptly on demand by the Servicer, and until such payment is made by the Borrower, the amount of all such premiums shall bear interest at the Default Rate.

Section 5.5. Liens and Other Charges. The Borrower will duly pay and discharge, cause to be paid and discharged, or provide a bond satisfactory to the Servicer to pay or discharge, before the same shall become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon any of its property.

Section 5.6. Inspection of Project and Books, Appraisals.

(a) The Borrower shall permit the Issuer, the Trustee and the Servicer upon reasonable notice at reasonable times, at the Borrower's cost and expense, to visit and inspect the Project and all materials to be used in the rehabilitation and equipping thereof and will cooperate with the Issuer, the Trustee and the Servicer during such inspections (including making available working drawings of the Plans and Specifications); provided that this provision shall not be deemed to impose on the Issuer, the Trustee, and the Servicer any obligation to undertake such inspections.

(b) The Borrower shall permit the Issuer, the Trustee and the Servicer, upon reasonable notice at reasonable times, at the Borrower's cost and expense, to examine the books of account of the Borrower and the Project (and to make copies thereof and extracts therefrom) and to discuss the affairs, finances and accounts of the Borrower and the Project with, and to be advised as to the same by, its officers, partners, or trustees, all at such reasonable times and intervals as the Issuer, the Trustee and the Servicer may reasonably request; provided that so long as no Default or Event of Default shall have occurred and be continuing, the Borrower shall only be obligated to pay the expenses associated with one (1) such investigation during any twelve (12) month period.

(c) The Issuer, the Trustee and the Servicer shall have the right to obtain from time to time, at the Borrower's cost and expense, updated Appraisals of the Project; provided that so long as no Default or Event of Default shall have occurred and be continuing, the Borrower shall only be obligated to pay for the costs and expenses associated with one (1) such Appraisal during any twelve (12) month period.

(d) The costs and expenses incurred by the Issuer, the Trustee and the Servicer in obtaining such Appraisals or performing such inspections shall be paid by the Borrower promptly upon billing or request by the Issuer, the Trustee and the Servicer for reimbursement.

Section 5.7. Compliance with Laws, Contracts, Licenses, and Permits. The Borrower will comply with (a) all Legal Requirements, (b) the provisions of its Organizational Documents, (c) all applicable decrees, orders and judgments, and (d) all licenses and permits required by applicable laws and regulations for the conduct of its business or the ownership, use or operation of its properties, including all Project Approvals.

Section 5.8. Use of Proceeds. In accordance with the Development Budget, the Borrower will use the proceeds of the Bonds solely for the purpose of paying for Qualified Costs of the Project.

Section 5.9. Borrower to Pay Excess Project Costs. The Borrower will pay when due all costs of acquisition, rehabilitation and equipping of the Project in excess of the proceeds of the Bonds, regardless of the amount. If at any time, the Servicer shall in its reasonable discretion determine that the remaining undisbursed portion of the Project Fund, together with the undisbursed balance of Required Equity Funds, and any other sums previously deposited or to be deposited by the Borrower in connection with the Project, is or will be insufficient to complete the rehabilitation and equipping of the Improvements in accordance with the Plans and Specifications, to operate and carry the Project after Completion until Stabilization, to pay all other Project Costs (other than costs to be paid or reimbursed to the Borrower or an Affiliate, which Borrower (or its Affiliate) may waive or defer), to pay all interest accrued or to accrue on the Bonds from and after the date hereof or until Stabilization, and to pay all other sums due or to become due under the Loan Documents (or any budget category or line item), regardless of how such condition may be caused, the Borrower will, within ten (10) days after written notice of such determination from the Servicer, deposit with the Trustee such sums of money in cash as the Servicer may require, in an amount sufficient to remedy the condition described in such notice, and sufficient to pay any liens for labor and materials alleged to be due and payable at the time in connection with the Improvements, and, at the Servicer's direction, no further disbursements from the Project Fund shall be made by the Trustee until the provisions of this Section have been fully complied with. The Servicer may direct the Trustee to enforce the Completion Agreement in accordance with its terms, and upon such direction, the Trustee shall proceed to enforce the Completion Agreement. All such deposited sums shall constitute additional security under the Loan Documents and, prior to the occurrence of a Default, shall be disbursed by the Trustee in the same manner as disbursements under the Indenture before any further disbursements from the Project Fund shall be made by the Trustee. Notwithstanding the above, in the event amounts deposited hereunder are actually in excess of the amount necessary to achieve Completion, such excess amounts shall be returned to the Borrower in accordance with, and subject to, Section 5.03 of the Indenture.

Section 5.10. Laborers, Subcontractors and Materialmen. The Borrower will furnish to the Issuer, the Trustee or the Servicer, upon reasonable request, and from time to time, affidavits listing all laborers, subcontractors, materialmen, and any other Persons who might or could claim statutory or common law liens and are furnishing or have furnished labor or material to the Project or any part thereof, together with affidavits, or other evidence satisfactory to the Issuer, the Trustee or the Servicer, showing that such parties have been paid all amounts then due for labor and materials furnished to the Project. The Borrower will also furnish to the Issuer, the Trustee, and the Servicer, at any time and from time to time upon reasonable request by the Issuer, the Trustee or the Servicer, lien waivers bearing a then current date and prepared on a form satisfactory to the Issuer, the Trustee or the Servicer from the Contractor and such subcontractors or materialman as the Issuer, the Trustee or the Servicer may designate.

Section 5.11. Further Assurance of Title. If at any time the Servicer has reason to believe that any disbursement from the Project Fund is not secured or will or may not be secured by the Mortgage as a first lien or security interest on the Secured Property, then the Borrower shall, within ten (10) days after written notice from the Servicer, do all things and matters necessary, to assure to the satisfaction of the Servicer that any disbursement from the Project Fund previously made hereunder or to be made hereunder is secured or will be secured by the Mortgage as a first lien or security interest on the Secured Property, and the Servicer, at its

option, may decline to approve any further Requisitions until the Servicer has received such assurance. Nothing in this Section shall limit the right of the Servicer, at the Borrower's expense, to order searches of title from time to time and to require bringdowns or endorsements extending the effective date of the Title Policy in connection with the making of advances as herein set forth.

Section 5.12. Publicity. The Borrower will permit the Servicer to obtain publicity in connection with the acquisition, rehabilitation and equipping of the Improvements through press releases and participation in such events as ground breaking and opening ceremonies and placement of signs on the Land. The Borrower shall have the right to approve the content of any press release proposed by the Servicer relating to the Project.

Section 5.13. Further Assurances.

(a) Regarding Rehabilitation. The Borrower will furnish or cause to be furnished to the Issuer, the Trustee and the Servicer all instruments, documents, boundary surveys, certificates, plans and specifications, title and other insurance, reports and agreements and each and every other document and instrument required to be furnished by the terms of this Loan Agreement or the other Loan Documents, all at the Borrower's expense.

(b) Regarding Preservation of Collateral. The Borrower will execute and deliver to the Issuer, the Trustee and the Servicer such further documents, instruments, assignments and other writings, and will do such other acts necessary or desirable, to preserve and protect the collateral at any time securing or intended to secure the obligations of the Borrower under the Loan Documents, as the Issuer, the Trustee and the Servicer may require.

(c) Regarding this Loan Agreement. The Borrower will cooperate with, and will do such further acts and execute such further instruments and documents as the Issuer, the Trustee and the Servicer shall reasonably request to carry out to their satisfaction the transactions contemplated by this Loan Agreement and the other Loan Documents.

(d) Bank of Account. The Borrower will utilize Bank as its principal bank of account; including all construction disbursement, operating accounts, and reserve accounts, but excepting any accounts maintained by the Trustee under the Indenture.

Section 5.14. Notices. The Borrower will promptly notify the Issuer, the Trustee and the Servicer in writing of (i) the occurrence of any Default or Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute a Default or Event of Default; (ii) the Borrower's receipt of notice from any Governmental Authority of any alleged violation of environmental laws or regulations or other Legal Requirements; (iii) any labor problems with respect to the Borrower or the Project; (iv) the occurrence of any other event which would have a material adverse effect on the Project or the business or financial condition of the Borrower; or (v) the receipt by the Borrower of any notice of default or notice of termination with respect to any contract or agreement relating to the ownership, rehabilitation, equipping, operation, or use of the Project which would have a material adverse effect on the Project or the business or financial condition of the Borrower.

Section 5.15. Solvency; Adequate Capital. The Borrower will:

(a) Remain solvent and pay all of its indebtedness from its assets as the same become due; and

(b) Maintain adequate capital for the normal obligations reasonably foreseeable for a business of its size and character and in light of its contemplated business operations.

Section 5.16. Management Contract.

(a) At all times during the term of this Loan Agreement, the Project shall be managed pursuant to a management contract with the Manager, which contract shall be terminable with or without cause by the Borrower or its successors as owners of the Project (effective as of the last day of any month, with 30 days' notice to the Manager) and shall otherwise be in form and substance reasonably satisfactory to the Servicer. The Borrower acknowledges that the Issuer, the Trustee and the Servicer will rely on the Manager's experience in operating properties such as the Project as a means of maintaining the value of the collateral. In connection with the approval of the Manager, or any replacement management company:

(i) the Manager or holder of the stock or partnership interest therein, shall be a Person whose character, financial strength, stability and experience is acceptable to the Servicer and who shall have experience managing properties of a type and size reasonably similar to the Project;

(ii) the Manager shall deliver all organizational documentation and other materials evidencing its experience acceptable to the Servicer; and

(iii) the terms of any management contract shall provide for management fees in excess of 5.0% of the Project Revenues to be subordinate to payments owed by the Borrower under the Loan Documents and otherwise must be acceptable to the Servicer in all respects.

(b) The Borrower shall, from time to time, obtain from the Manager such certificates of estoppel with respect to compliance by the Borrower with the terms of the management contract as may be requested by the Servicer, the Trustee and the Servicer.

(c) The Project will be managed by the Manager pursuant to the Management Agreement. The Borrower acknowledges and agrees that Trustee, as mortgagee under the Mortgage, is and shall be a third-party beneficiary of the Management Agreement and any replacement management agreement. Any amendment to the Management Agreement or delivery of a replacement management agreement must be approved in writing by the Servicer, which approval shall not be unreasonably withheld or delayed.

Section 5.17. Negative Covenants of the Borrower. The Borrower covenants and agrees that, so long as the Loan is outstanding:

(a) Restrictions on Easements and Covenants. Except for Permitted Encumbrances and matters permitted by Section 5.17(d), the Borrower will not create or suffer to be created or to exist any easement, right of way, restriction, covenant, condition, license or other right in favor of any Person which affects or might affect title to the Project or the use and occupancy of the Project or any part thereof without obtaining the prior written consent of the Servicer, which shall not be unreasonably withheld or delayed so long as the proposed action is necessary for the operation of the Project for the purposes contemplated hereby and the proposed action does not materially impair the validity or priority of the lien of the Mortgage.

(b) No Amendments, Terminations or Waivers. Neither the Borrower nor the General Partner shall amend, supplement terminate or otherwise modify or waive any provision of its Organizational Documents, the documents evidencing the Subordinate Loans or any documents relating to the contribution of equity by the partners of the Borrower without obtaining the prior written consent of the Servicer.

(c) Restrictions on Indebtedness. Without obtaining the prior written consent of the Servicer, the Borrower will not create, incur, assume, guarantee or be or remain liable, contingently or otherwise, with respect to any Indebtedness other than:

(i) Indebtedness arising under the Loan Documents;

(ii) Indebtedness arising under the Subordinate Loans;

(iii) current liabilities of the Borrower relating to the Project, incurred in the ordinary course of business but not incurred through (A) the borrowing of money, or (B) the obtaining of credit except for credit on an open account basis customarily extended and in fact extended in connection with normal purchases of goods and services; and

(iv) Indebtedness relating to the Project, in respect of taxes, assessments, governmental charges or levies and claims for labor, materials and supplies to the extent that payment therefor shall not at the time be required to be made.

(d) Restrictions on Liens. Without obtaining the prior written consent of the Servicer, the Borrower will not (i) create or incur or suffer to be created or incurred or to exist any lien, encumbrance, deed to secure debt, mortgage, deed of trust, pledge, charge, restriction or other security interest of any kind upon any of its property or assets of any character whether now owned or hereafter acquired, or upon the income or profits therefrom; (ii) transfer any of its property or assets or the income or profits therefrom for the purpose of subjecting the same to the payment of Indebtedness or performance of any other obligation in priority to payment of its general creditors; (iii) acquire, or agree or have an option to acquire, any property or assets upon conditional sale or other title retention or purchase money security agreement, device or arrangement; (iv) suffer to exist for a period of more than thirty (30) days after the same shall have been incurred any Indebtedness or claim or demand against it that if unpaid might by operation of law or upon bankruptcy or insolvency, or otherwise, be given any priority whatsoever over its general creditors; or (v) sell, assign, pledge or otherwise transfer any

accounts, contract rights, general intangibles, chattel paper or instruments, with or without recourse; provided that the Borrower may create or incur or suffer to be created or incurred or to exist:

(A) Statutory liens relating to the project to secure taxes, assessments and other governmental charges or claims for labor, material or supplies in respect of obligations not overdue;

(B) Liens in favor of the Issuer and/or the Trustee under the Loan Documents; and

(C) The Permitted Encumbrances; and

(D) Liens securing the performance of Borrowers obligations under the Subordinate Loans.

(E) Mechanics liens which are bonded over or for which title insurance has been obtained.

(e) Transfers.

(i) Except as permitted under Section 5.17(e)(ii) below, without obtaining the prior written consent of the Servicer, the Borrower will not, directly or indirectly, by operation of law or otherwise, sell, assign, mortgage, pledge, hypothecate, transfer or otherwise dispose of the Project or any interest in the Project, and (except for Permitted Encumbrances and a declaration of restrictive covenants for low-income housing credits in a form approved by the Servicer) will not encumber, alienate, hypothecate, grant a security interest in or grant any other interest whatsoever (whether superior or inferior to the lien of the Mortgage) in the Project, in the Leases or in the rents, issues and profits therefrom.

(ii) Without obtaining the prior written consent of the Servicer, no general or limited partnership interest in the Borrower and no ownership interest in the General Partner may be sold, conveyed, transferred, assigned, pledged or otherwise transferred, in whole or in part, directly or indirectly, by operation of law or otherwise; provided, however, that the following transfers may occur with notice to, but without the consent of, the Servicer: (i) replacement of the General Partner with the Special Limited Partner or an Affiliate (provided that any replacement general partner other than the Special Limited Partner shall have been approved in advance by the Servicer, which approval shall not be unreasonably withheld or delayed), (ii) the transfer of limited partnership interests in Borrower after (A) the Investor Limited Partner has paid all installments of the Required Equity Funds, or (B) the Investor Limited Partner or an entity of equal or greater financial worth remains liable for all remaining installments of Required Equity Funds, (iii) transfers by the Investor Limited Partner of its interest in the Borrower to any Affiliate of the Investor Limited Partner, (iv) the pledge by the Investor Limited Partner to the Borrower of its limited partnership interests to secure its obligations to make capital contributions and any action by the Borrower to enforce the pledge upon default

by its Limited Partners, (v) the pledge by the General Partner to the Investor Limited Partner of its general partner interests in the Borrower to secure its obligations under the Partnership Agreement. Any permitted transfer by the Investor Limited Partner shall be deemed to include transfers by a limited partner or non-managing member of the Investor Limited Partner.

(f) Merger, Consolidation, Conversion and Disposition of Assets

(i) The Borrower will not become a party to any merger or consolidation, or agree to or effect any asset acquisition or stock acquisition.

(ii) The Borrower will not convert into any other type of entity.

(iii) The Borrower will not seek the dissolution or winding up, in whole or in part, of the Borrower or voluntarily file, or consent to the filing of, a petition for bankruptcy, reorganization, assignment for the benefit of creditors or similar proceedings.

(g) Sale and Leaseback. The Borrower will not enter into any arrangement, directly or indirectly, whereby the Borrower shall sell or transfer any property owned by it in order then or thereafter to lease such property or lease other property that the Borrower intends to use for substantially the same purpose as the property being sold or transferred.

(h) Preservation of Tax Exemption. The Borrower will not take any action that would adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, nor omit or fail to take any action required to maintain the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

Section 5.18. Arbitrage and Tax Matters.

(a) The Borrower hereby represents, warrants and agrees that all certifications and representations of fact made by the Borrower in the Borrower's Tax Certificate are true, accurate and complete in all material respects of the date on which executed and delivered.

(b) The Borrower covenants not to cause or direct any moneys on deposit in any fund or account to be used in a manner which would cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code, and the Borrower certifies and covenants to and for the benefit of the Issuer and the Owners of the that so long as there are any Bonds Outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. In furtherance of the foregoing, the Borrower covenants to comply with the terms and conditions of Borrower's Tax Certificate and to pay when due any amount required to be paid to the United States in accordance with Borrower's Tax Certificate and this Loan Agreement.

(c) At any time when any amount required to be paid under Section 148(f) of the Code (the "**Rebate Regulations**") is due, the Borrower shall pay to the United States on behalf

of the Issuer the full amount then required to be paid under the Rebate Regulations. Within sixty (60) days after the Bonds have been paid in full, the Borrower shall pay to the United State on behalf of the Issuer the full amount then required to be paid under the Rebate Regulations. Each such payment shall be made to such location specified by the Internal Revenue Service, accompanied by a Form 8038-T (or other appropriate information reporting form) prepared by the Borrower. No later than fifteen (15) days prior to each date on which a payment could become due under the Rebate Regulations (**"Rebate Payment Date"**), the Borrower shall deliver to the Issuer and the Trustee a certificate of a Rebate Analyst either summarizing the determination that no amount is required to be paid or specifying the amount then required to be paid, if the certificate specifies an amount to be paid, (A) such certificate shall be accompanied by a completed Form 8038-T, which is to be signed by an Authorized Representative of the Issuer, and shall include a certification by the Borrower that the Form 8038-T is accurate and complete, and (B) no later than ten (10) days after the Rebate Payment Date, the Borrower shall furnish to the Issuer and the Trustee a certificate stating that such amount has been timely paid. This Section 5.18(c) shall be construed so as to cause compliance with the Rebate Regulations. The Borrower covenants that all action taken under this Section 5.18(c) shall be taken in a manner that complies with the Rebate Regulations and that it shall neither take any action nor omit to take any action that would cause the Bonds to be "arbitrage bonds" by reason of the failure to comply with the Rebate Regulations. To the extent that any payment of rebatable arbitrage or penalty in lieu of rebate is not timely made to the United States, the Borrower shall pay to the United States on behalf of the Issuer any correction amount, interest, penalty or other amount necessary to prevent the Bonds from becoming "arbitrage bonds" within the meaning of Section 148 of the Code. The Borrower covenants that, to the extent necessary, it shall obtain the advice and assistance of a Rebate Analyst to aid it in complying with the Rebate Regulations.

Section 5.19. Indemnification.

(a) The Borrower hereby releases the Issuer, the Trustee and the Servicer (including any Person at any time serving as a member, employee, officer, trustee, official or agent of any thereof) from and agrees that the Issuer, the Trustee and the Servicer (including any Person at any time serving as a member, employee, officer, trustee, official or agent of any thereof) shall not be liable for, and to the maximum extent permitted by law, agrees to indemnify and hold the Issuer, the Trustee and the Servicer (including any Person at any time serving as a member, employee, officer, trustee, official or agent of any thereof) harmless from: (i) any liability for any loss or damage to property or any injury to, or death of, any Person that may be occasioned by any cause whatsoever pertaining to the Project, (ii) any liabilities, losses or damages, or claims therefor, and expenses (including reasonable attorneys' fees actually incurred), arising out of or in connection with failure by the Borrower to perform its obligations under any Loan Document or any of the transactions contemplated hereby or thereby or failure on the part of the Borrower to comply with any law, regulation or ordinance affecting the Project and (iii) any liabilities, losses or damages, or claims therefor, arising out of or in connection with the issuance, sale and public or other offering or remarketing of the Bonds arising from the failure of the Borrower to perform its obligations hereunder, including, in each such case, reasonable attorneys' fees actually incurred, except for any such liabilities, losses or damages, or claims therefor resulting from information provided by the Trustee or the Servicer, as the case may be,

in connection with the issuance, sale and public or other offering or remarketing of the Bonds which proves to have been materially incorrect or misleading when provided or any act of negligence or willful misconduct by such Person; provided, that the Borrower shall indemnify the Issuer for any act, including negligent acts, failure to act or unintentional misrepresentation by the Issuer, in connection with the issuance, sale or delivery of the Bonds and any act, failure to act or unintentional misrepresentation by the Issuer in connection with, or in the performance of any obligation related to the issuance, sale and delivery of the Bonds or under this Agreement or the Indenture, or any other agreement executed by or on behalf of the Issuer, including all liabilities, costs and expenses, including attorneys' fees, incurred in any action or proceeding by reason of any such claim. If any such claim is asserted, any Person indemnified herein will give prompt notice to the Borrower and will cooperate with the Borrower in the investigation and defense of any such claim, and the Borrower will assume the defense thereof by engaging counsel approved by the indemnified party (which approval shall not be unreasonably withheld). In the event the indemnified party reasonably determines that there exists a conflict of interest between counsel's representation of the Borrower and its own representation in any such action or proceedings, the indemnified party shall have the right to employ separate counsel in any such action or proceedings and to participate in the investigation and defense thereof, and the Borrower shall pay the reasonable fees and expenses actually incurred by such separate counsel. During the pendency of litigation with respect to any claim which would have a material adverse effect on the financial condition of the Borrower or the Project. Borrower shall at its cost post such bond or other security as the Issuer, the Trustee or the Servicer or any individual indemnified hereunder may reasonably require with respect to any such claim. This indemnification covenant shall survive repayment of the Loan and the Bonds and the termination of this Loan Agreement and the Indenture.

(b) The Borrower agrees to indemnify and hold harmless the Issuer, the Trustee and the Servicer from and against any and all claims, actions and suits, and from and against any and all liabilities, losses, damages and expenses of every nature and character arising out of this Loan Agreement or any of the other Loan Documents or the transactions contemplated hereby and thereby including, without limitation, (i) any brokerage, leasing, finder's or similar fees, (ii) any disbursement of the proceeds of any of the Bonds, (iii) any condition of the Project whether related to the quality of construction or rehabilitation or otherwise, (iv) any actual or proposed use by the Borrower of the proceeds of the Bonds, (v) any actual or alleged violation of any Legal Requirements or Project Approvals, or (vi) any Obligor's entering into or performing this Loan Agreement or any of the other Loan Documents, in each case including reasonable fees and disbursements of counsel incurred in connection with any such investigation, litigation or other proceeding except for any act of negligence or willful misconduct by the Person. In litigation, or the preparation therefor, the Issuer, the Trustee or the Servicer shall be entitled to select its own counsel and, in addition to the foregoing indemnity, the Borrower agrees to pay promptly the reasonable actually incurred fees and expenses of such counsel. The obligations of the Borrower under this Section shall survive the termination of this Loan Agreement and the Indenture and the repayment of the Loan and the Bonds. If, and to the extent that the obligations of the Borrower under this Section are unenforceable for any reason, the Borrower hereby agrees to make the maximum contribution to the payment in satisfaction of such obligations which is permissible under applicable law.

Section 5.20. Agreements Between Borrower and its Affiliates. [Except for the _____ executed by the Borrower and _____ and dated _____, 200__,] and the Seller Loan, any other Subordinate Loans, Incentive Management Fee Agreement, Partnership Management Fee Agreement, Repurchase Option Agreement, all as described in the Partnership Agreement, the Borrower shall not enter into any agreement, written or otherwise, directly or indirectly relating to the Project with an Affiliate of the Borrower without the prior written consent of the Servicer.

Section 5.21. Sale of Bonds and Securitization.

(a) At the request of the Servicer, the Borrower shall take such actions and execute and deliver such documents and data as may be reasonably necessary or appropriate in connection with the sale of the Bonds or participation therein or any securitization (such sale and/or securitization, the **"Securitization"**) of single or multi-class securities (the **"Securities"**) secured by or evidencing ownership interests in the Bonds. Without limiting the generality of the foregoing, the Borrower shall:

(i) provide financial and other information with respect to the Project, the Borrower and its Affiliates, the manager and any tenants of the Project and provide business plans and budgets relating to the Project;

(ii) perform or permit or cause to be performed or permitted such site inspection, appraisals, market studies, environmental reviews and reports (Phase I and, if appropriate, Phase II), engineering reports and other due diligence investigations of the Project, as may be reasonably requested by the Servicer or the Rating Agencies or as may be necessary or appropriate in connection with the Securitization (the items provided to the Servicer pursuant to this paragraph (a) being called the **"Provided Information"**), together, if customary, with appropriate verification of and/or consents to the Provided Information through letters of auditors or opinions of counsel of independent attorneys acceptable to the Servicer and the Rating Agencies;

(iii) cause counsel to render opinions as to non-consolidation, fraudulent conveyance, true sale and true contribution and any other opinion customary in securitization transactions with respect to the Project, the Borrower and its Affiliates, which counsel and opinions shall be satisfactory to the Servicer and the Rating Agencies;

(iv) make such representations and warranties as of the closing date of the Securitization with respect to the Project, the Borrower and the Loan Documents as are customarily provided in securitization transactions and as may be reasonably requested by the Servicer or the Rating Agencies and consistent with the facts covered by such representations and warranties as they exist on the date thereof, including the representations and warranties made in the Loan Documents;

(v) provide current certificates of existence with respect to the Borrower from appropriate Governmental Authorities; and

(vi) execute such amendments to the Loan Documents and the Organizational Documents of the Borrower as may be requested by the Servicer or the Rating Agencies or otherwise to effect the Securitization.

(b) All reasonable third party costs and expenses incurred by the Borrower solely in connection with the Borrower's complying with requests made under this Section 5.21 shall promptly be paid or caused to be paid by the Servicer. The Borrower shall not be liable for third party costs or expenses incurred by the Servicer in connection with the Securitization.

(c) The Borrower understands that certain of the Provided Information may be included in disclosure documents in connection with the Securitization, including a prospectus or private placement memorandum (each, a "**Disclosure Document**") and may also be included in filings with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "**Securities Act**"), or the Securities and Exchange Act of 1934, as amended (the "**Exchange Act**"), or provided or made available to investors or prospective investors in the Securities, the Rating Agencies, and service providers relating to the Securitization. In the event that the Disclosure Document is required to be revised prior to the sale of all Securities, the Borrower shall cooperate with the Servicer in updating the Provided Information for inclusion or summary in the Disclosure Document by providing all current information pertaining to the Borrower and the Project necessary to keep the Disclosure Document accurate and complete in all material respects with respect to such matters.

(d) In connection with a preliminary and a final private placement memorandum or prospectus, as applicable, the Borrower agrees if requested by the Servicer, after Borrower's review of such memorandum or prospectus to certify in writing that the Borrower has carefully examined those portions of such memorandum or prospectus, as applicable, pertaining to the Borrower and the Project and such sections (and any other sections reasonably requested and pertaining to Borrower and the Project to which it can certify based on its knowledge) do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which they were made, not misleading.

(e) The Borrower's liability under this Section 5.21 shall be limited to liabilities arising out of or based upon any such material untrue statement or omission made with knowledge thereof and made therein in reliance upon and in conformity with information furnished to the Servicer by or on behalf of the Borrower in connection with the preparation of those portions of the Disclosure Document pertaining to the Borrower or the Project or in connection with the underwriting of the debt, including financial statements of the Borrower, operating statements, rent rolls, environmental site assessment reports and property condition reports with respect to the Project.

Section 5.22. Funds. The Borrower acknowledges the creation of the Replacement Reserve Fund, the Operating Reserve Funds and the Tax and Insurance Fund pursuant to the Indenture. The Replacement Reserve Fund, the Operating Reserve Fund and the Tax and Insurance Fund shall be funded, and moneys therein shall be disbursed, in accordance with the provisions of the Indenture and this Section 5.22.

(a) On or before November 1 of each year, the Borrower shall submit to the Servicer for approval the Proposed Budget to be effective for the next following year. The Servicer shall have the right to approve or disapprove any Proposed Budget or any line-item contained in such Proposed Budget. If any Proposed Budget is not approved by the Servicer within thirty (30) days following submission by the Borrower, such Proposed Budget shall be deemed disapproved. If any line-item or Proposed Budget is disapproved, the Borrower shall thereafter consult for an additional thirty (30) days with the Servicer in an effort to achieve mutually acceptable Approved Budget. To the extent that the Proposed Budget is disapproved, the Approved Budget for the previous year shall remain in effect, increased by 5% over the previous year (except for costs of utilities, real estate taxes and assessments and insurance and other third-party costs or cost associated with remediation of emergency conditions which shall be permitted variances to the Proposed Budget) until the parties resolve their differences. In addition to, and not in limitation of the foregoing, each Approved Budget may be revised from time to time with prior written consent of the Servicer to reflect changes to items set forth in the then-current Approved Budget.

(b) Each Proposed Budget:

(i) shall be prepared on the basis of sound accounting practices consistently applied;

(ii) shall reflect the projected gross revenues and operating expenses regarding the Project;

(iii) shall reflect all projected Capital Expenditures which are reasonably expected to be made in connection with the Project during the year covered by such Proposed Budget; and

(iv) shall contain such other information as reasonably may be requested by the Servicer.

(c) On each Interest Payment Date beginning with the first month after the Project achieves Completion, the Borrower shall deposit an amount equal to 1/12 of the Unit Reserve Amount in the Replacement Reserve Fund.

(d) Provided the conditions set forth in Sections 5.22(e) or (f), as applicable, have been satisfied (or waived in writing by the Servicer), the Servicer shall authorize the disbursement from the Replacement Reserve Fund of the amount requested by the Borrower in its requisition, or such lesser amount approved by the Consulting Engineer, to the Borrower. It shall be a condition to all withdrawals from the Replacement Reserve Fund that (i) all work shall be performed in a good and workmanlike manner and in compliance with all applicable Legal Requirements, (ii) the Servicer shall have reviewed and approved each of the foregoing requirements, (iii) the work to be performed is consistent with the Approved Budget or the recommendations of the Consulting Engineer, and (iv) sufficient amounts are on deposit in the Replacement Reserve Fund to pay the amount requisitioned.

(e) For any single Capital Expenditure (not part of, or related to, a sequence or a series of Capital Expenditures or a particular capital improvement plan or project) costing less than Five Thousand Dollars ($5,000.00) and whether or not described in the Approved Budget, the Borrower, upon completion of the work, shall deliver to the Servicer evidence reasonably satisfactory to the Servicer of such completion and shall deliver to the Servicer invoices for such work, and, for all of such subsequent disbursements from the Replacement Reserve Fund, the Borrower shall deliver evidence of payment in full for all invoices pertaining to the previous disbursement from the Replacement Reserve Fund, whereupon the Servicer shall authorize reimbursement of the cost of the Capital Expenditure from the Replacement Reserve Fund to the Borrower or, at the Servicer's option, to the contractors to whom such funds are owed.

(f) For any Capital Expenditure (not part of or related to a sequence or series of Capital Expenditures) costing Five Thousand Dollars ($5,000.00) or more which is to be paid from the Replacement Reserve Fund, before entering into any contracts in connection with such Capital Expenditure (unless the Capital Expenditure was described in the Approved Budget), the Borrower shall submit to the Servicer for its prior review and approval (which shall not be unreasonably withheld or delayed) copies of the proposed contracts to be entered into with respect to such Capital Expenditure and copies of the proposed plans and specifications for the Capital Expenditure. Once the Capital Expenditure is approved in advance by the Servicer, the provisions of Section 5.22(g) shall apply. Upon completion of such work, the Borrower shall deliver to the Servicer evidence reasonably satisfactory to the Servicer of such completion and shall deliver to the Servicer invoices for such work and, for all of such subsequent disbursements from the Replacement Reserve Fund, the Borrower shall deliver evidence of payment in full for all invoices pertaining to the previous disbursement from the Replacement Reserve Fund, whereupon the Servicer shall authorize reimbursement of the cost of the Capital Expenditure from the Replacement Reserve Fund to the Borrower, or, at the Servicer's option, the contractors to whom such costs are owed.

(g) Except as otherwise provided in this Section, before the Servicer shall authorize the disbursement of any amounts from the Replacement Reserve Fund, the Borrower shall submit the following items to the Servicer for its review and approval:

(i) a requisition from the Borrower stating that no Event of Default exists and requesting the Servicer to approve a disbursement;

(ii) the identity of all general contractors, architects, engineers and other professionals, if any, engaged in connection with the proposed capital expenditures along with copies of the contracts entered into between the Borrower and such entities;

(iii) copies of the plans and specifications for the work to be done, if required or produced in connection with the work contemplated;

(iv) if requested by the Servicer, evidence of compliance with all applicable Legal Requirements;

(v) if requested by the Servicer in connection with rehabilitation work in excess of $10,000, evidence of builders' risk insurance along with workers' compensation and public liability insurance in such amounts and in such form as the Servicer may reasonably require;

(vi) if requested by the Servicer in connection with rehabilitation work in excess of $10,000, evidence that the Consulting Engineer shall have inspected and approved of the work performed to date;

(vii) copies of bills or invoices documenting the proposed expenditure (with paid receipts or other evidence of payment for such Capital Expenditures to be provided to the Servicer before the next requested requisition and in any event within ten (10) days of disbursement to the Borrower of the requested payment); and

(viii) evidence that the general contractor has delivered and filed effective mechanics lien waivers prior to the commencement of work or, if such waivers were not delivered and filed, a release of liens in connection with all work performed, which releases may be conditioned upon payment to the general contractor provided that the general contractor delivers unconditional releases within thirty (30) days of receipt of such payment.

(h) On each Interest Payment Date, beginning with the first month after the Completion Date, the Borrower shall deposit funds into the Tax and Insurance Fund in an amount equal to one-twelfth (1/12) of the amount reasonably estimated by the Servicer to be payable during the current year for real estate taxes and insurance premiums with respect to the Project. If, one month prior to the due date of any aforementioned obligations, the amounts then on deposit shall be insufficient for the payment of such obligation in full, the Borrower shall deposit the amount of the deficiency within ten (10) days after demand from the Servicer. Amounts held in the Tax and Insurance Fund shall be applied to the payment of real estate taxes and insurance premiums, in such order of priority as the Servicer shall determine in its sole discretion, on or before the respective dates on which the same or any of them would become delinquent.

(i) On the Closing Date, the Borrower shall deposit _____ Dollars ($_____) of its own funds into the Operating Reserve Fund. Moneys in the Operating Reserve Fund shall be disbursed only upon the authorization of the Servicer. To the extent that Project Revenues are insufficient to pay Operating Expenses and/or the amount necessary to pay principal and interest on the Bonds as required pursuant to Section 3.2 hereof, the Borrower may make written request to the Servicer for disbursement of amounts in the Operating Reserve Fund for payment of such Operating Expenses and debt service on the Bonds. Following receipt of any such request, the Servicer may authorize the disbursement of such sums from the Operating Reserve Fund as it shall have approved from time to time.

Section 5.23. Covenants Regarding Tax Credits. The Borrower hereby agrees to comply with all of the following covenants (each, a "**Tax Credit Covenant**"):

(a) To observe and perform all obligations imposed on the Borrower in connection with the Tax Credits, and to operate the residential units of the Project, and to use the Borrower's best efforts to cause all appropriate parties to operate the same, in accordance with all requirements, statutes, and regulations governing the Tax Credits;

(b) To preserve at all times the allocation and availability of the Tax Credits;

(c) Not to release, forego, alter, amend, or modify its rights to the Tax Credits without the Servicer's prior written consent, which the Servicer may give or withhold in the Servicer's reasonable discretion;

(d) Not to execute any residential lease of all or any portion of the Project which does not comply fully with all requirements, statutes, and regulations governing the Tax Credits, without the Servicer's prior written consent, which the Servicer may give or withhold in the Servicer's sole and absolute discretion;

(e) To cause to be kept all records, and cause to be made all elections and certifications, pertaining to the number and size of apartment units, occupancy thereof by tenants, income level of tenants, set-asides for low-income tenants, and any other matters now or hereafter required to qualify for and maintain the Tax Credits in connection with the low-income occupancy of the Project;

(f) To comply with the appropriate minimum low-income set-aside requirements under the Code or applicable federal regulations (the "**Federal Laws**") and all laws and regulations of the State (the "**State Laws**") applicable to the creation, maintenance and continued availability of the Tax Credits;

(g) To certify compliance with the set-aside requirements and report the dollar amount of qualified basis and maximum applicable percentage, date of placement in service and any other information required for the Tax Credits at such time periods as required by Federal Laws or State Laws for such Tax Credits;

(h) To set aside the appropriate number of units for households with incomes meeting the required standards of the median income of the county in which the Project is located to qualify for the Tax Credits (as determined pursuant to Section 42 of the Code and/or State Laws), adjusted for family size, and to operate and maintain all such units as "low-income units" qualifying for the Tax Credits under Section 42(i)(3) of the Code and/or State Laws;

(i) To exercise good faith in all activities relating to the operation and maintenance of the Project in accordance with the requirement of Federal Laws and State Laws; and

(j) To promptly deliver to the Servicer true and correct copies of all notices or other documents or communications received or given by the Borrower with regard to or relating in any way to the Borrower's partnership interests and/or the Tax Credits. Immediately upon receipt thereof, the Borrower shall deliver to the Servicer a copy of (i) the fully-executed allocation and final reservation of Tax Credits for the Project; (ii) the basis audit (as required by Section 42 of the Code) for the Project (including a certificate of the Borrower's accountant or attorneys if requested by the Servicer); (iii) the first annual income certification for all tenants of the Project showing that the tenants are qualified for purposes of the Borrower's obtaining Tax Credits, and (iv) the fully-completed Form 8609 (required by the Code) issued for the Project. The Borrower shall deliver promptly to the Servicer such other certificates, income certificates, reports and information as the Servicer may request.

The Borrower understands and acknowledges that the Bank is purchasing the Bonds based, in part, upon the value of the Tax Credits, and the Tax Credits, directly or indirectly, constitute part of Trustee's security on behalf of the Owners of the Bonds, for the obligations of the Borrower in connection with the Loan.

Section 5.24. Leasing.

(a) The Servicer (and all other parties whose approval is required) must approve the Borrower's standard form of residential lease or rental agreement prior to its use by the Borrower. The Borrower may not materially modify the approved standard form of residential lease without the Servicer's prior written consent in each instance (which consent shall not be unreasonably withheld), together with the approval of all other parties whose consent is required. Each lease, other than leases on the Borrower's standard form of residential lease, of any part of the Project is subject to the Servicer's written approval as to form and substance prior to execution and delivery. Despite the foregoing, the Borrower may enter into residential leases (and amendments) in the ordinary course of business with bona fide third party tenants without the Servicer's prior written consent if the Borrower uses the approved standard form of residential lease and:

(i) Within fifteen (15) days after the Servicer's written request therefor, the Servicer receives a copy of the executed lease (accompanied by all financial information and certificates obtained by the Borrower pertaining to the tenant);

(ii) The Borrower, acting in good faith and exercising due diligence, has determined that the tenant qualifies as a low-income family for purposes of meeting the requirements for obtaining Tax Credits;

(iii) The lease meets the standards required by Section 42 of the Code;

(iv) The lease meets the requirements of the Servicer, the Issuer, and the Investor Limited Partner;

(v) The lease reflects an arm's-length transaction and, so long as the Construction Disbursement Agreement is in effect, conforms to the projections of the Pro Forma Schedule attached thereto;

(vi) The lease does not affect more than one (1) residential unit within the Improvements and is for a minimum term of six (6) months and a maximum term of twelve (12) months, unless otherwise agreed in writing by the Servicer; and

(vii) So long as the Construction Disbursement Agreement is in effect, the lease, together with all leases previously executed, does not cause the Loan to become "out of balance" as that term is defined in Section 1.2(a) of the Construction Disbursement Agreement The Borrower acknowledges that the Loan may become "out of balance" if the landlord's aggregate economic obligations under the leases exceed, or the Net Operating Income from the Project fails to meet, the Borrower's projections for such obligations, thereby increasing the cost or decreasing the value of the Project.

(b) If the lease fails to meet any of the requirements of this Agreement or if the Borrower at any time fails to submit any executed lease (and accompanying information) at the time required by this Section, or if any Event of Default has occurred and is continuing, the Servicer may make written demand on the Borrower to submit all future leases for the Servicer's approval prior to execution. The Borrower must comply with any such demand by the Servicer.

(c) The Servicer's approval of any lease is for the sole purpose of protecting the Servicer's security and preserving the Servicer's rights under the Loan Documents. No approval by the Servicer will result in a waiver of any default of the Borrower. In no event will the Servicer's approval of any lease be a representation of any kind with regard to the lease, its enforceability or the financial capacity of any tenant or guarantor.

(d) The Borrower must perform all obligations required to be performed by it as landlord under any lease affecting any part of the Land or any space within the Improvements.

ARTICLE VI.

OPTION AND OBLIGATIONS OF BORROWER TO PREPAY

Section 6.1. Optional Prepayment.

(a) The Note and amounts due under Section 3.2(a) hereof are subject to prepayment in order to effect the redemption of the Bonds under Section 4.03 of the Indenture at the option of the Borrower in whole but not in part at the times (and not before the times) and at the redemption prices plus accrued interest to the redemption date of the Bonds, Additional Interest and the Prepayment Equalization Payment, if applicable, as set forth in Section 4.03 of the Indenture together with interest as set forth in Section 4.03 of the Indenture. The Note is not otherwise subject to optional prepayment by the Borrower.

(b) To effect prepayment of the Note and redemption of the Bonds as contemplated in subparagraph (a) above, the Borrower shall deliver to the Trustee and the Servicer, not less than ninety (90) days prior to the date on which Bonds are subject to redemption under said Section, a written certificate of the Borrower stating that the Borrower is prepaying the Note pursuant to this Section 6.1. The certificate from the Borrower shall certify the following: (i) the principal amount of the Note to be prepaid, (ii) that the amount to be prepaid on the Note shall be credited to redemption of the Bonds pursuant to Section 4.03 of the Indenture, (iii) the date for redemption of the Bonds, (iv) any conditions to such prepayment.

(c) The options granted to the Borrower in this Section 6.1 shall be exercisable only (i) in the event and to the extent the Bonds are subject to redemption in accordance with the Indenture and (ii) if no Event of Default under any of the Loan Documents shall have occurred and be then continuing or if all costs associated with any existing Event of Default (including, without limitation, late fees, penalties, costs of enforcement, protective advances and interest on such amounts) which are then due and owing under the Loan Documents are paid in full in connection with such prepayment.

Section 6.2. Mandatory Prepayment. The Loan and amounts due under Section 3.2(a) hereof shall be prepaid in whole or in part in order to effect the mandatory redemption of the Bonds at the times and in the amounts specified in Section 4.01 of the Indenture.

Section 6.3. Amounts Required for Prepayment.

(a) The amount payable by the Borrower hereunder upon either (i) the exercise of the option granted to the Borrower in Section 6.1 hereof, or (ii) the mandatory prepayment of the Note by the Borrower in Section 6.2 hereof shall be, to the extent applicable and except as otherwise provided, the sum of the following:

(i) the amount of money necessary to pay the redemption price of the Bonds to be redeemed specified in Section 4.03 of the Indenture, in the case of optional redemption and Section 4.02 of the Indenture in the case of mandatory redemption, together with all interest specified therein payable up to and including said redemption date, Prepayment Equalization Payment (if applicable), and all expenses of the redemption; plus

(ii) in the event of a redemption in whole, an amount of money equal to the Trustee Fee, Trustee's Expenses and Issuer's Fee and expenses under the Indenture accrued and to accrue until the final payment and redemption of the Bonds; plus

(iii) in the event of any prepayment during the existence and continuance of an Event of Default, the amounts described in Section 6.1(c)(ii) hereof.

(b) Any prepayment made pursuant to Section 6.1 or 6.2 hereof shall be deposited into the Revenue Fund. No prepayment or investment of the proceeds thereof shall be made which shall cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 6.4. Cancellation at Expiration of Term. At the acceleration, termination or expiration of the term of this Loan Agreement and following full payment of the Bonds or provision for payment thereof in accordance with Article IX of the Indenture and of all other fees and charges of all parties having been made in accordance with the provisions of this Loan Agreement and the Indenture, the Issuer shall deliver to the Borrower any documents and take or cause the Trustee to take such actions as may be necessary to effectuate the cancellation and evidence the termination of this Loan Agreement and the Loan Documents (other than the Regulatory Agreement, which shall not terminate except in accordance with the terms thereof).

ARTICLE VII.

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default. The following shall be **"Events of Default"** under this Loan Agreement, and the term "Event of Default" shall mean, whenever it is used in this Loan Agreement, any one or more of the following events:

(a) Failure by the Borrower to pay any amounts required to be paid on the Note or under Section 3.2 (a) or (b) hereof when due;

(b) Any failure by the Borrower to pay as and when due and payable any other sums to be paid by the Borrower under this Loan Agreement and the continuation of such failure for a period of five (5) days after the same are due; or

(c) Any failure of any representation or warranty made in this Loan Agreement, the Construction Disbursement Agreement or any Requisition to be true and correct; or

(d) Any failure by the Borrower to observe and perform any covenant or agreement on its part to be observed or performed hereunder or thereunder, other than as referred to in subsections (a) or (b) of this Section 7.1, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Borrower by the Issuer, the Trustee or the Servicer; provided, however, that in the event such breach or failure be such that it can be corrected but cannot be corrected within said 30-day period, the same shall not constitute an Event of Default hereunder if corrective action is instituted by the Borrower or on behalf of the Borrower within said 30-day period and is diligently pursued to completion thereafter (unless, in the opinion of Bond Counsel delivered to the Servicer, failure to correct such breach or failure within the cure period herein provided (or such shorter time as shall be established as a limitation on the period of time during which correction may be pursued) will

adversely affect the exclusion from gross income of interest on the Bonds for federal income taxation purposes or violate State law, in which case the extension of cure period herein provided will not be available); or

(e) Any Event of Default (as defined or otherwise set forth in the Indenture or any of the Loan Documents, the General Partner Documents or the Guarantor Documents) shall have occurred and shall remain uncured beyond any applicable cure period provided in the applicable document; or

(f) Any dissolution, termination, partial or complete liquidation, merger or consolidation of any Obligor or the General Partner of Borrower, or any sale, transfer or other disposition of the Project or of all or substantially all of the assets of Borrower; or

(g) Any failure by the Borrower to obtain any Project Approvals as required in order to proceed with the rehabilitation of the Project so as to complete the same by the Completion Date, or the revocation or other invalidation of any Project Approvals previously obtained; or

(h) Any change in the legal or beneficial ownership of the Borrower or the General Partner other than as expressly permitted by the terms hereof or by reason of the death of the owner of such interests; or

(i) The General Partner ceases for any reason to act in that capacity unless replaced by a transferee permitted pursuant to Section 5.17(e); or

(j) [Reserved]; or

(k) Any failure by the Borrower to pay at maturity, or within any applicable period of grace, any Indebtedness in excess of **[$200,000]**, or any failure to observe or perform any material term, covenant or agreement contained in any agreement by which it is bound, evidencing or securing any Indebtedness, for such period of time as would permit (assuming the giving of appropriate notice if required) the holder or holders thereof or of any obligations issued thereunder to accelerate the maturity thereof; or

(l) Any Obligor shall file a voluntary petition in bankruptcy under Title 11 of the United States Code, or an order for relief shall be issued against any such Obligor in any involuntary petition in bankruptcy under Title 11 of the United States Code, or any such Obligor shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief of debtors, or such Obligor shall seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver, conservator or liquidator of such Obligor, or of all or any substantial part of its respective property, or such Obligor shall make an assignment for the benefit of creditors, or such Obligor shall give notice to any governmental authority or body of insolvency or pending insolvency or suspension of operation; or

(m) An involuntary petition in bankruptcy under Title 11 of the United States Code shall be filed against the Borrower or any Obligor and such petition shall not be dismissed within ninety (90) days of the filing thereof; or

(n) A court of competent jurisdiction shall enter any order, judgment or decree approving a petition filed against any Obligor seeking any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or appointing any custodian, trustee, receiver, conservator or liquidator of all or any substantial part of its property; or

(o) Any uninsured final judgment in excess of **[$100,000]** shall be rendered against the Borrower and shall remain in force, undischarged, unsatisfied and unstayed, for more than one hundred twenty (120) days, whether or not consecutive; or

(p) Any of the Loan Documents, the General Partner Documents or the Guarantor Documents shall be canceled, terminated, revoked or rescinded otherwise than in accordance with the terms thereof or with the express prior written consent of the Servicer, or any action at law, suit in equity or other legal proceeding to cancel, revoke or rescind any of the Loan Documents, the General Partner Documents or the Guarantor Documents shall be commenced by or on behalf of any Obligor which is a party thereto, or any of their respective stockholders, partners or beneficiaries, or any court or any other governmental or regulatory authority or agency of competent jurisdiction shall make a determination that, or issue a judgment, order, decree or ruling to the effect that, any one or more of the Loan Documents, the General Partner Documents or the Guarantor Documents is illegal, invalid or unenforceable in accordance with the terms thereof; or

(q) Any refusal by the Title Insurance Company to insure that any advance is secured by the Mortgage as a valid lien and security interest on the Project and the continuation of such refusal for a period of twenty (20) days after notice thereof by Servicer to the Borrower; or

(r) Completion shall not have been attained by the Completion Date; or

(s) Any cessation at any time in rehabilitation or equipping of the Improvements for more than twenty (20) consecutive days except for strikes, acts of God, fire or other casualty, or other causes entirely beyond the Borrower's control, or any cessation at any time in rehabilitation or equipping of the Improvements for more than sixty (60) consecutive days, regardless of the cause thereof; provided, however, that such cessation may continue for a period of longer than sixty (60) consecutive days with the consent of the Servicer if the Borrower shall have requested and received an extension of the Completion Date in accordance with the provisions of the Construction Disbursement Agreement, in which case it shall not be an Event of Default hereunder unless and until the period of cessation extends beyond the number of days for which the extension was granted; or

(t) Any of the Indenture, this Agreement, the Regulatory Agreement or the Tax Certificate shall be amended in a material manner (including without limitation any "automatic" amendments of the Regulatory Agreement) without the prior written consent of the Servicer; or

Section 7.2. Remedies on Default.

(a) Whenever any Event of Default referred to in Section 7.1 hereof shall have occurred and be continuing, any obligation of the Servicer to approve Requisitions shall be terminated, and the Trustee (but only if directed to do so by Servicer and, subject to the provisions of the Indenture) shall:

(i) by notice in writing to the Borrower declare the unpaid indebtedness under the Loan Documents to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable; and

(ii) take whatever action at law or in equity or under any of the Loan Documents, the General Partner Documents or the Guarantor Documents, as may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due hereunder or thereunder or under the Note, or to exercise any right or remedy or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement, the Note or any other Loan Document (including without limitation foreclosure of the Mortgage), any General Partner Document or any Guarantor Document (including actions to enforce the Payment Guaranty and/or the Completion Agreement); and

(iii) cause the Project to be completed, rehabilitated and equipped in accordance with the Plans and Specifications, with such changes therein as the Servicer may, from time to time, and in its sole discretion, deem appropriate.

(b) Any amounts collected pursuant to action taken under this Section (other than amounts collected by the Issuer pursuant to the Reserved Rights) shall, after the payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer, the Trustee or the Servicer and their respective Counsel, be paid into the Revenue Fund (unless otherwise provided in this Loan Agreement) and applied in accordance with the provisions of the Indenture. No action taken pursuant to this Section 7.2 shall relieve the Borrower from the Borrower's obligations pursuant to Section 3.2 hereof.

Section 7.3. No Remedy Exclusive. No remedy conferred herein or in any other Loan Document upon or reserved to the Trustee or the Servicer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee or the Servicer to exercise any remedy reserved

to it herein or in any other Loan Document, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 7.4. Agreement to Pay Fees and Expenses of Counsel. If an Event of Default shall occur under this Loan Agreement or under any of the other Loan Documents, and the Issuer, the Trustee, the Servicer should employ counsel or incur other expenses for the collection of the indebtedness or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower herein or therein contained, the Borrower agrees that it will on demand therefor pay to any such party, or, if so directed by any such party, to its counsel, the reasonable actually incurred fees of such Counsel and all other out-of-pocket expenses incurred by or on behalf of the Issuer, the Trustee or the Servicer.

Section 7.5. No Additional Waiver Implied by One Waiver; Consents to Waivers. In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be effective unless in writing and signed by the party making the waiver.

Section 7.6. Remedies Subject to Applicable Law. All rights, remedies, and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the Land and to be limited to the extent necessary so that they will not render this Loan Agreement invalid, unenforceable, or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

Section 7.7. Cure by Special or Investor Limited Partner. The Issuer, the Trustee and the Servicer hereby agree that cure of any Event of Default made or tendered by the Special Limited Partner or Investor Limited Partner shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

Section 7.8. Issuer Exercise of Remedies. Notwithstanding anything to the contrary contained herein, the Issuer may enforce its Reserved Rights under the Loan Documents and exercise the permitted remedies with respect thereto against the Borrower; provided that the Issuer shall not commence or direct the Trustee to commence any action to declare the outstanding balance of the Bonds or the Loan to be due and neither the Issuer nor the Trustee shall take any action in respect of Reserved Rights (i) to foreclose to take similar action under the Mortgage or otherwise in respect of any liens upon or security interests in the Project or other property pledged to secure the Borrower's obligations under the Loan Documents, (ii) to appoint a receiver, (iii) to enforce any similar remedy against the Project or other property pledged to secure the Borrower's obligations under the Loan Documents; or (iv) to enforce any other remedy which would cause any liens or security interests granted under the Loan Documents to be discharged or materially impaired thereby.

ARTICLE VIII.

MISCELLANEOUS

Section 8.1. General Provisions. The following provisions shall be applicable at all times throughout the term of this Loan Agreement:

(a) The Issuer, the Trustee and the Servicer shall, at all times, be free to establish independently to their respective satisfaction and in their respective absolute discretion the existence or nonexistence of any fact or facts the existence of which is a condition of this Loan Agreement or any other Loan Document.

(b) The Bonds and the obligations and undertakings of the Issuer hereunder do not constitute a general obligation of the Issuer or the State or any political subdivision thereof, and recourse on the Bonds and on the instruments and documents executed and delivered by or on behalf of the Issuer in connection with the transactions contemplated hereby may be had only against certain moneys due and to become due under the Loan Documents (and not against any moneys due or to become due to the Issuer pursuant to the Reserved Rights). No recourse shall be had for the payment of the principal of or interest on the Bonds, or for any claim based thereon or on this Loan Agreement or any other Loan Document, any Issuer Document or any instrument or document executed and delivered by or on behalf of the Issuer in connection with the transactions contemplated hereby, against the Issuer or any member, officer, employee or other elected or appointed official, past, present or future, of the Issuer or any successor body, as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or by any legal or equitable proceeding or otherwise and all such liability of the Issuer or any such corporation, member, officer, director, employee, any other elected or appointed official or trustee as such is hereby expressly waived and released as a condition of and consideration for the adoption of the resolution authorizing the execution of the Issuer Documents and issuance of the Bonds and the delivery of other documents in connection herewith. No member, officer, employee or other elected or appointed official past, present or future, of the Issuer or any successor body shall be personally liable on the Issuer Documents, the Bonds or any other documents in connection herewith, nor shall the issuance of the Bonds be considered as misfeasance or malfeasance in office. The Bonds and the undertakings of the Issuer under the Issuer Documents do not constitute a pledge of the general credit or taxing power of the Issuer, the State, or any political subdivision thereof, do not evidence and shall never constitute a debt of the State or any political subdivision thereof (other than the Issuer), and shall never constitute nor give rise to a pecuniary liability of the State or any political subdivision thereof, other than the Issuer.

Section 8.2. Authorized Borrower Representative. Pursuant to written direction provided on the Closing Date, the Borrower has appointed one or more Authorized Representative for the purpose of taking all actions and making all certificates required to be taken and made by the Authorized Representative under the provisions of the Loan Documents. Whenever under the provisions of any Loan Document the approval of the Borrower is required or any party is required to take some action at the request of the Borrower, such approval or such request shall be made by the Authorized Borrower Representative, unless otherwise specified in

this Loan Agreement, and the Issuer, the Trustee and the Servicer shall be authorized to act on any such approval or request and the Borrower shall have no complaint against any such party as a result of any such action taken in conformity with such approval or request by the Authorized Borrower Representative.

Section 8.3. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Trustee and the Borrower and their respective successors and permitted assigns. The Borrower acknowledges and agrees that the Issuer has assigned or is assigning its rights under this Loan Agreement to the Trustee, and that, pursuant to the Indenture, Trustee will follow directions from the Servicer in implementing certain of the rights and remedies under this Loan Agreement. The Owners of the Bonds and the Servicer shall be express third party beneficiaries of this Loan Agreement, and shall have the right to enforce directly against Borrower or other persons the rights and implement the rights and remedies provided to each of them hereunder, but not including the Reserved Rights; provided, however, that the rights of the Owners to bring actions and implement rights and remedies hereunder shall be subject to the same restrictions as are imposed with respect to actions, rights and remedies of the Owners under the Indenture.

Section 8.4. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that for purposes of perfecting a lien or security interest in this Loan Agreement by the Trustee, whether under Article 9 of the Uniform Commercial Code of the State or otherwise, only the counterpart delivered to, and receipted by, the Trustee shall be deemed the original.

Section 8.5. Amendments, Changes and Modifications. Subsequent to the issuance of the Bonds and prior to payment or provision for the payment of the Bonds in full (including interest thereon) in accordance with the provisions of the Indenture and except as otherwise provided herein, the Loan Documents may not be amended, changed, modified, altered or terminated by the Issuer, the Trustee or the Borrower except in compliance with Article IX of the Indenture.

Section 8.6. Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and such invalid or unenforceable provision shall be deemed no longer to be contained in this Loan Agreement.

Section 8.7. Notices. All notices, demands, requests, consents, approvals, certificates or other communications hereunder shall be sufficiently given and shall be deemed given (a) three days after mailing by certified mail, first-class postage prepaid, (b) the Business Day after sending by expedited overnight delivery service, (c) the date of receipt if delivered by personal delivery, (d) if sent by facsimile transmission, the date of transmission, if receipt of such transmission is telephonically confirmed on such day, addressed as follows:

To the Issuer:

City of Chicago
Department of Housing
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing

with a copy to:

City of Chicago
Office of Corporation Counsel
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

with a copy to:

City of Chicago
Office of the Chief Financial Officer
City Hall
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Chief Financial Officer

To the Borrower:

TCB Lorington Apartments Limited Partnership
c/o The Community Builders, Inc.
95 Berkeley Street
Boston, MA 02116
Attention: Mecky Adnani
Fax Number: (Omitted for printing purposes)

with a copy to:

The Community Builders, Inc.
95 Berkeley Street
Boston, MA 02116
Attention: General Counsel
Fax Number: (Omitted for printing purposes)

and a copy to:

Applegate & Thorne-Thomsen
322 South Green Street, Suite 400
Chicago, Illinois 60607
Attention: Ben Applegate
Fax Number: (Omitted for printing purposes)

and a copy to:

Aegon USA Realty Advisors Inc.
Mail Drop 5553
4333 Edgewood Road NE
Cedar Rapids, IA 52499-5553
Attn: LIHTC Reporting
Fax Number: (Omitted for printing purposes)

To the Initial Servicer: Bank of America, N.A.
Community Development Banking
Mail Code: MA5-503-04-02
1 Federal Street, 4th Floor
Boston, MA 02110
Attention: Patricia Marinilli
Senior Vice President
Fax Number: (Omitted for printing purposes)

with a copy to:

Bank of America, N.A.
Community Development Banking
Mail Code: FL1-400-06-13
101 E. Kennedy Blvd., 6th Floor
Tampa, FL 33602
Attention: Patricia Dunlap
Assistant Vice President, Relationship Administrator II
Fax Number: (Omitted for printing purposes)

and a copy to:

_____
_____
_____
_____
Attention: _____

To the Trustee: _____
_____
_____
_____

To the Servicer: [Upon appointment thereof, such notice as may be shown in the records of the Trustee]

A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Borrower to the other shall also be given to the Trustee and the Servicer.

The Issuer, the Borrower, the Servicer, the Servicer and the Trustee may, by ten days' prior written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. No notice need be given to any party if such party is no longer a party to the transactions contemplated by this Loan Agreement.

Section 8.8. Applicable Law. This Loan Agreement shall be governed exclusively by and construed in accordance with the laws of the State.

Section 8.9. Debtor-Creditor Relationship. It is expressly understood and agreed that the relationship between the Issuer and the Borrower established by the transaction contemplated by this Loan Agreement and by all of the other Loan Documents is exclusively that of creditor or lender, on the part of the Issuer, and debtor or borrower, on the part of the Borrower and is in no way to be construed as a partnership or joint venture of any kind. It is further understood that all payments by the Borrower under the Loan Documents shall be exclusively on account of the said debtor/creditor relationship.

Section 8.10. Usury; Total Interest. This Loan Agreement is subject to the express condition, and it is agreed, that at no time shall payments hereunder, under the Note or under the other Loan Documents that are or are construed to be payments of interest on the unpaid principal amount of the Loan reflect interest that is borne at a rate in excess of the maximum permitted by law. The Borrower shall not be obligated or required to pay, nor shall the Issuer be permitted to charge or collect, interest borne at a rate in excess of such maximum rate. If by the terms of this Loan Agreement or the other Loan Documents the Borrower is required to make such payments reflecting interest borne at a rate in excess of such maximum rate, such payments shall be deemed to be reduced immediately and automatically to reflect such maximum rate. It is further agreed that the total of amounts paid hereunder as interest on the Loan which is to pay interest on the Bonds, cumulative from the date of the Note, shall not exceed the sum of 5% per month, simple and non-compounded for each month from such date to the date of calculation (calculated on the basis of a 360-day year of twelve thirty-day months. Any such excess payment previously made in either case shall be immediately and automatically applied to the unpaid balance of the principal sum of the Loan and not to the payment of interest thereon. This Loan Agreement is also subject to the condition that amounts paid hereunder representing late payment or penalty charges or the like shall only be payable to the extent permitted by law.

Section 8.11. Term of this Loan Agreement. This Loan Agreement shall be in full force and effect from its date to and including such date as all of the Bonds issued under the Indenture shall have been fully paid or retired in accordance with their terms and the terms of the Indenture (or provision for such payment shall have been made as provided in the Indenture), except, however, that the covenants and provisions relating to the Reserved Rights of the Issuer and the covenants relating to the preservation of exclusion from gross income of interest on the Bonds for purposes of federal income taxation shall survive the termination hereof.

Section 8.12. Non-Recourse. Anything contained in any provision of this Loan Agreement, the Mortgage, the Regulatory Agreement, the Borrower's Tax Certificate or the Note notwithstanding, in the event of any proceeding to foreclose the Mortgage or otherwise to enforce the provisions of the Note, this Loan Agreement, the Mortgage or the Regulatory Agreement after Stabilization, neither the Issuer, nor the Trustee or other holder of the Note

(collectively, the "**Noteholder**"), nor any Owner of Bonds, nor any beneficiary of the Mortgage shall be entitled to take any action to procure any personal money judgment or any deficiency decree against the Borrower or any partner of the Borrower or its or their heirs, personal representatives, successors and assigns, it being understood and agreed that recourse hereon and under the Mortgage, the Regulatory Agreement and the Note shall, following Stabilization, be limited to the assets of the Borrower that are the security from time to time provided with respect to the Note and this Loan Agreement; provided, however, nothing herein contained shall limit or be construed to limit or impair the enforcement against the Project or any other additional security as may from time to time be given to the beneficiary hereof as security for (i) the performance of this Loan Agreement, the Mortgage, the Regulatory Agreement, the Borrower's Tax Certificate, the Note, or any other instrument now or hereafter securing the Note or this Loan Agreement, or (ii) the rights and remedies of the Trustee or the beneficiary, its successors and assigns, under this Loan Agreement, the Mortgage, the Regulatory Agreement, the Tax Agreement or the Note or any other instruments. Notwithstanding the foregoing, the provisions of this Section shall be null and void and have no force and effect to the extent of any loss suffered by the Issuer, the Trustee, any Bondholder or any beneficiary of or the trustee under the Mortgage as a result of the Borrower's: (a) committing any act of fraud; (b) misapplication of any condemnation award or casualty insurance proceeds; (c) failure to apply the revenues of the Project in the manner and for the purposes provided in the Bond Documents, whether before or after an Event of Default; or (d) violation of any environmental laws. Nothing herein shall be deemed to prohibit the naming of the Borrower in an action to realize upon the remedies provided herein either at law or in equity, subject to the foregoing limitation against a personal money judgment or deficiency decree against the Borrower, the partners of the Borrower or their heirs, personal representatives, successors and assigns, or to prohibit the naming of any person in any action to realize upon the remedies provided in the General Partner Documents, the Guarantor Documents or any other guaranty given in favor of the Issuer, the Trustee or the Servicer.

IN WITNESS WHEREOF, the Issuer, the Trustee and the Borrower have caused this Loan Agreement to be executed in their respective names, all as of the date first above written.

CITY OF CHICAGO

By: _____
Signature

_____
Printed Name

_____
Title

[TRUSTEE]

By: _____
Signature

_____
Printed Name

_____
Title

TCB LORINGTON APARTMENTS LIMITED PARTNERSHIP,
an Illinois limited partnership

By: TCB Lorington, Inc.,
an Illinois corporation
Its General Partner

By: _____
_____
Authorized Agent

[(Sub)Exhibits "A", "C" and "D" referred to in this Loan Agreement with TCB Lorington Apartments Limited Partnership unavailable at time of printing.]

[(Sub)Exhibit "F" referred to in this Loan Agreement with TCB Lorington Apartments Limited Partnership printed on page 104246 of this *Journal*.]

(Sub)Exhibits "B, "E" and "G" referred to in this Loan Agreement with TCB Lorington Apartments Limited Partnership read as follows:

(Sub)Exhibit "B".
(To Loan Agreement With TCB Lorington Apartments Limited Partnership)

Form Of Promissory Note.

$ _____ _____, 2007

For Value Received, TCB Lorington Apartments Limited Partnership, an Illinois limited partnership (together with its permitted successors and assigns, "Borrower"), having an address of in care of The Community Builders, Inc., 95 Berkeley Street, Boston, Massachusetts 02116, promises to pay to the order of the City of Chicago or its successors or assigns (the "Holder") in legal tender of the United States, the principal sum of _____ Dollars ($_____) as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Trust Indenture (as the same may be modified, amended or supplemented from time to time, the "Indenture") dated as of even date herewith between the City of Chicago (the "Issuer"), and [Trustee] (the "Trustee") or the Loan Agreement dated as of even date herewith among the Issuer, the Trustee and Borrower (as the same may be modified, amended or supplemented from time to time, the "Loan Agreement").

This Note shall bear interest at the rate from time to time borne by the Bonds, and Additional Interest shall be payable on this Note as provided in Section 3.2 of the Loan Agreement.

[On the Closing Date, the Borrower shall pay to the Trustee, for deposit into the Revenue Fund, the amount equal to $ _____. Thereafter,] Borrower shall pay to the Trustee for deposit into the Revenue Fund, on the first day of each month for the period commencing _____, 20__ (i) an amount equal to the sum of the principal and interest coming due on the Bonds on the next Bond Payment Date (after taking into account funds available for such purpose, if any, in the Capitalized Interest Account of the Project Fund) and (ii) amounts required to be deposited into the Replacement Reserve Fund (pursuant to Section 5.22(c) of the Loan Agreement), and the Tax and Insurance Fund (pursuant to Section 5.22(h) of the Loan Agreement) as of such date. Amounts so paid to the Trustee by the Borrower shall be in immediately available funds or shall be such that on the Bond Payment Date they are available funds.

All payments under this Note shall be applied as provided in the Indenture.

The obligations of Borrower under this Note are secured by a Construction

Mortgage with Assignment of Rents, Security Agreement and Fixture Filing dated as of even date herewith (as the same may be modified, amended or supplemented from time to time, the "Mortgage") made by Borrower to the Holder covering property, with improvements thereon, as more fully described therein (the "Secured Property") and certain other security as more fully set forth in the Loan Agreement.

At no time shall interest be payable on this Note or under the Mortgage or the Loan Agreement at a rate in excess of the maximum permitted by law. Borrower shall not be obligated or required to pay, nor shall the Holder per permitted to charge or collect, interest at a rate in excess of such maximum rate. If by the terms of this Note or of the Mortgage or Loan Agreement, Borrower is required to pay interest at a rate in excess of such maximum rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to such maximum rate, and any such excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

This Note is subject to all of the terms, conditions, and provisions of the Loan Agreement, including Section 8.12 thereof and the provisions of the Loan Agreement respecting prepayment and the acceleration of maturity and is further subject to all of the terms, conditions and provisions of the Indenture. The outstanding principal hereof is subject to acceleration at the same time or times and under the same terms and conditions, and with the same notice, if any, as provided under the Indenture for the acceleration of payment of the Bonds.

If there is an Event of Default under the Loan Documents, then in any such event and subject to the requirements set forth in the Loan Agreement, the Holder may, upon the direction of the Servicer, declare the entire unpaid principal balance of this Note and accrued interest, if any, due and payable at once. All of the covenants, conditions and agreements contained in the Loan Documents are hereby made part of this Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note or the Loan Documents shall operate as a waiver of such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Note and the Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

Borrower shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements actually incurred, which costs may be added to the indebtedness hereunder, together with interest thereon at the Alternative Rate to the extent allowed by law.

This Note may not be changed orally. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of Borrower to pay the entire sum then due, and Borrower's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of Borrower which is subject to consent or approval of the Holder hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.

Borrower agrees that this Note shall be construed in accordance with and governed by the laws of the State of Illinois.

TCB Lorington Apartments Limited Partnership, an Illinois limited partnership

By: TCB Lorington, Inc., an Illinois corporation

Its: General Partner

By: _____

_____
Authorized Agent

(Sub)Exhibit "E".
(To Loan Agreement With TCB Lorington Apartments Limited Partnership)

Schedule Of Insurance Requirements.

1. General Requirements.

In order to close, the following insurance specifications must be met and approved in writing by the Bank's insurance consultant. Copies of policies together with an

original ACORD 28 (Evidence of Property Insurance) and an ACORD 25 (Certificate of Insurance) or an approved equivalent listing all coverage will be accepted for pre-closing contingent on complete "true and certified" copies of the policies with all endorsements attached being received within ninety (90) days after closing. Each certificate must correctly identify the property by address and the insured by borrowing entity name.

Policy premiums cannot be financed or paid in installments to an insurance carrier, but must be paid in full as evidenced by a paid receipt presented prior to or at pre-closing. All policies and renewals thereof are to be written for not less than one (1) year. An escrow account, as described further in the loan application, will be established to pay the premium at renewal.

All of the liability policies must be written and provide for claims to be paid on an "Occurrence" basis.

Each policy must have a cancellation provision that provides that the carrier will notify Mortgagee, its successors and/or assigns, in writing at least thirty (30) days in advance of any policy reduction or cancellation for any reason except for non-payment of premium (for which not less than ten (10) days written notice shall be provided).

The insurer under each policy shall be a domestic primary insurance company duly qualified as such under the laws of the states in which the Property is located and duly authorized, admitted and licensed in such states to transact the applicable insurance business and to write the insurance provided and must have and maintain a rating of AA or higher by Standard & Poor's or A.M. Best rating of A-IX or higher for any Mortgage Loan Twenty Million Dollars ($20,000,000) or above. For any Mortgage Loan below Twenty Million Dollars ($20,000,000), the insurance carrier must have and maintain a rating of "A" or higher by Standard & Poor's and/or an A.M. Best rating of A-VI or higher.

The insurance policies may be part of a blanket policy provided the insured acknowledges that failure to pay any portion of the premium which is not allocable to the mortgaged property or any other action not relating to the mortgaged property which would otherwise permit the issuer to cancel the coverage, would require the mortgaged property to be insured by a separate, single-property policy. The blanket policy must properly identify and fully protect the mortgaged property as if a separate policy were issued for one hundred percent (100%) of Replacement Cost (insurable value) at the time of loss, allocate a portion of the premium to the mortgaged property, and otherwise meet all applicable insurance requirements of the Bank.

During the life of the loan, should any condition change or occur which affects the levels of risk anticipated, Borrower will be required to obtain appropriate coverage to mitigate the associated risk.

If any required type of coverage is not available for the mortgaged property, Mortgagee shall have no obligation to close the loan.

2. Mortgagee Clause.

All policies must include Exactly the following standard, noncontributory, mortgagee clause:

Bank of America, N.A. Mail Code: CA9-169-03-05
P.O. Box 515351
Los Angeles, California 90051-6651

Mortgagee must be named as a first Mortgagee with respect to buildings, Loss Payee with respect to loss of rents/business interruption, and Additional Insured with respect to general liability.

3. Waiver Of Subrogation.

Not Required.

4. Required Insurance Coverage.

Borrower is required to maintain the following policies of insurance during the term of the Loan:

-- All Risk Or Special Causes Of Loss Form Property Insurance. Property insurance must be maintained insuring against loss or damage by fire, lightning, wind and such other perils as are included in a standard "all-risk" or "special causes of loss" form, and against loss or damage by all other risks and hazards covered by a standard property insurance policy including, without limitation, riot and civil commotion, vandalism, malicious mischief, burglary and theft. Such insurance shall be in an amount equal to the then full replacement cost of the Improvements, Equipment and personal property, without deduction for physical depreciation, no co-insurance is permitted, and maximum acceptable deductible is Twenty-five Thousand Dollars ($25,000). If the property is "nonconforming" with respect to zoning requirements, Borrower will be required to maintain "demolition" insurance (in an amount equal to ten percent (10%) of the building value) and "increased cost of construction" insurance (in an amount equal to twenty-five percent (25%) of the building value). The burden to prove conforming use is the borrowers.

-- Terrorism Insurance. For Loans in excess of Twenty Million Dollars ($20,000,000) and if the insurance required under clause 1 above excludes terrorism, please provide proof of terrorism insurance, unless at the time of determination: (i) it is not available at commercially reasonable rates; (ii) no affiliates of Borrower have purchased terrorism insurance with respect to another property, (iii) terrorism insurance is not commonly maintained by owners of other similar properties and (iv) it is not required for securitized loans similar to the Loan and secured by property similar to the Property in the commercial mortgage-backed securities market.

-- Flood Insurance. If any portion of the Improvements are located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards (i.e. Zone A and V) and in which flood insurance is made available under the National Flood Insurance Program, then flood insurance must be maintained at least equal to the lesser of (A) the full replacement cost, together with business interruption coverage or (B) the maximum limit of coverage available for the Property under the National Flood Insurance Act of 1968, The Flood Disaster Protection Act of 1973 and the National Flood Insurance Reform Act of 1994, as each may be amended, or Two Hundred Fifty Thousand Dollars ($250,000) per residential building and Five Hundred Thousand Dollars ($500,000) per commercial building.

-- Earthquake Insurance. If a seismic study is required by this Program Summary and such study reveals a fifty (50) year/ten percent (10%) PML of not more than twenty percent (20%) of the replacement cost (as determined by the Bank), earthquake insurance will not be required. If the PML study reveals that a fifty (50) year/ten percent (10%) PML of greater than twenty percent (20%) of the replacement cost, then earthquake insurance must be maintained in an amount equal to the replacement cost with a maximum deductible of ten percent (10%) replacement cost.

-- Boiler And Machinery Insurance. If the Property contains H.V.A.C. equipment, or there are boilers or other pressure-fired vessels that are required to be regulated by the state in which the property is located, then Broad Form Boiler and Machinery Insurance (without exclusion for explosion and including "system breakdown coverage") must be maintained on the Property and Improvements in an amount at least equal to or greater than the repair and full replacement cost of such equipment and insurance against loss of occupancy or use arising from any breakdown of such equipment in such amounts as are generally required by institutional lenders for properties comparable to the Property.

-- Business Interruption/Loss Of Rental Income Insurance. Business Interruption and/or loss of rental income insurance must be maintained in an amount sufficient to provide proceeds that will cover the "actual loss" sustained during the restoration. No co-insurance is permitted. The "actual loss" coverage amount may be capped based on projected gross revenues (less non-recurring expenses) for a twelve (12) month period. The policy can provide an "Extended Period of Indemnity" endorsement for at least an additional ninety (90) days for loans of Twenty Million Dollars ($20,000,000) or more. The perils covered by this insurance shall be the same as those required to be covered on the real property including flood, terrorism and earthquake, as necessary.

-- Builders Risk Insurance. Borrower is required to maintain, at all times during which structural construction repairs or alterations are being made with respect to the improvements (A) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the above mentioned commercial general liability insurance policy; and (B) the insurance provided for in paragraph 1 hereof written in a so-called builder's risk completed value form (1) on a non-reporting basis, (2) against all risks insured against pursuant to said Paragraph 1 hereof, (3) including permission to occupy the Property, and (4) with an agreed amount endorsement waiving co-insurance provisions.

-- Commercial General Liability Insurance. Borrower must maintain Commercial General Liability Insurance on an "Occurrence" form including broad form property damage, contractual damages and personal injuries (including death resulting therefrom) and a liquor liability endorsement if Borrower sells liquor on the Property. In addition, excess and/or umbrella liability insurance must be maintained against all claims typically covered by an umbrella liability policy including all legal liability imposed upon Borrower and all court costs and attorneys' fees connected with the ownership, operation, and maintenance of the Property and Equipment, including products/completed operations, if applicable. The per occurrence limits including umbrella liability insurance, if applicable, must be maintained in the minimum amounts as outlined below:

One Million Dollars ($1,000,000) total coverage for one (1) to three (3) story buildings

Five Million Dollars ($5,000,000) total coverage for four (4) to ten (10) story buildings

Ten Million Dollars ($10,000,000) total coverage for eleven (11) to twenty (20) story buildings

Twenty-five Millions Dollars ($25,000,000) total coverage for buildings with greater than twenty (20) stories

If Borrower has a multi-location policy or loan, the aggregates referred to above must be maintained on a per location basis.

-- Wind Insurance. If the All Risk or Special Cause of Loss coverage excludes wind, the Borrower must present evidence of separate wind coverage. Maximum acceptable deductible for this peril is five percent (5%) of total insured value.

-- Sinkhole And Mine Subsidence Insurance. Sinkhole and mine subsidence insurance must be maintained if, in the opinion of a professional engineer, whose resume shows evidence of his/her experience in this professional area, that there is a foreseeable risk of loss due to this hazard. If necessary, as determined by the engineer, Borrower shall maintain coverage in the full principal amount of the Loan.

-- Statutory Workers' Compensation Insurance. If Borrower has employees on-site, statutory workers' compensation insurance as required by law and including employer's liability must be maintained in an amount that is at least customary for employers insuring similar risks.

-- Hired And Non-Owned Auto Insurance. If Borrower has employees on-site, Hired and Non-Owned Auto Insurance must be maintained in an amount equal to One Million Dollars ($1,000,000) combined single limit.

-- Employee Dishonesty. If Borrower has employees on-site, in an amount not less than three (3) months of gross revenue from the property and with a deductible not greater than Twenty-five Thousand and no/100 Dollars ($25,000.00). This coverage is required only on Cooperative Corporations.

-- Other Insurance Coverage. Such other insurance with respect to the Property or on any replacements or substitutions or additions or increased coverage limits as may from time to time be required by the holder of the Loan against other insurable hazards or casualties which at the time are commonly insured against in the case of property similarly situated, including, without limitation, sinkhole, mold, mine subsidence, earthquake and environmental insurance, due regard being given the height and type of buildings, their construction, location, use and occupancy.

(Sub)Exhibit "G".
(To Loan Agreement With TCB Lorington Apartments Limited Partnership)

Form Of Stabilization Certificate.

_____, ____

[Trustee Name]

_____

_____

Attention: Corporate Trust Department

Re: [Project Name] (the "Project")

Ladies and Gentlemen:

The undersigned, being the owner of the Project, hereby certifies to [Trustee Name], as trustee (the "Trustee") and _____ (as servicer, acting on behalf of the Servicer of the bonds issued in connection with the Project, the "Servicer") that:

The undersigned hereby represents and warrants that:

1. The Improvements are _____% occupied by tenants meeting the requirements of the Loan Documents in each of six (6) prior consecutive months.

2. The ratio of Net Operating Income in each of the prior six (6) months to maximum principal and interest payable in any month under the Loan Documents on the amount of Bonds Outstanding less amounts on deposit in the Earnout Account of the Project Fund at the time of calculation is _____ to 1.0.

3. Stabilization [has/has not] occurred.

4. Attached hereto is _____ showing the calculation of Stabilization.

Capitalized terms used herein and not defined shall have the meanings ascribed thereto in the Loan Agreement dated as of _____ 1, 20___ by and among the [Issuer Name], the Trustee, and the undersigned.

TCB Lorington Apartments Limited Partnership, an Illinois limited partnership

By: TCB Lorington, Inc., an Illinois corporation

Its: General Partner

By: _____
Authorized Agent

[Stabilization Spreadsheet referred to in this Form of Stabilization Certificate unavailable at time of printing.]

Exhibit "D".
(To Ordinance)

City Of Chicago

And

[Trustee],
As Trustee

And

TCB Lorington Apartments Limited Partnership,
An Illinois Limited Partnership,
As Owner

Land-Use Restriction Agreement

Dated As Of _____ 1, 2007.

This Land-Use Restriction Agreement (this "Agreement"), entered into as of _____1, 2007, by and among the City of Chicago, a municipality and home

rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), [Trustee], as trustee (the "Trustee") under a Trust Indenture, dated as of _____ 1, 2007 (the "Indenture"), from the Issuer to the Trustee, and TCB Lorington Apartments Limited Partnership, an Illinois limited partnership (the "Owner")

Witnesseth.

Whereas, The Issuer is issuing its Multi-Family Housing Revenue Bonds (Lorington Apartments Project), Series 2007 (the "Bonds"), for the purpose of lending the proceeds thereof to the Owner pursuant to a Loan Agreement, dated as of _____ 1, 2007 (the "Loan Agreement"), among the Issuer, the Trustee and the Owner, to pay a portion of the costs of financing the acquisition, rehabilitation and equipping, on the tracts of real property described on (Sub)Exhibit A attached hereto, of two (2) related affordable multi-family housing projects to be located within the boundaries of the Issuer at 3126 -- 3130 West Palmer Boulevard/2219 -- 2223 North Kedzie Avenue and 2630 -- 2644 North Spaulding Avenue (the "Palmer/Kedzie Project", and the "Spaulding Project", respectively, each sometimes referred to in this Agreement as a "Project" and, collectively, as the "Projects"); and

Whereas, In order to assure the Issuer and the owners of the Bonds that interest on the Bonds will be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and to further the public purposes of the Issuer, certain restrictions on the use and occupancy of the Projects under the Code must be established;

Now, Therefore, In consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Owner, the Issuer and the Trustee agree as follows:

Section 1. Term Of Restrictions.

(a) Occupancy Restrictions. With respect to each Project, the term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the first day on which at least ten percent (10%) of the units in such Project are first occupied, and shall end on the latest of (i) the date which is fifteen (15) years after the date on which at least fifty percent (50%) of the units in the Projects are first occupied; (ii) the first date on which no tax-exempt bond (including any refunding bond) issued with respect to the Projects are outstanding; or (iii) the date on which any housing assistance provided with respect to the Projects under Section 8 of the United States Housing Act of 1937, as amended, terminates (which period is hereinafter referred to, with respect to each Project, as the "Qualified Project Period" for that Project).

(b) Rental Restrictions. The Rental Restrictions set forth in Section 4 hereof shall, subject to paragraphs (c) and (d) of this Section 1, remain in effect with respect to each Project during the Qualified Project Period set forth in paragraph (a) of this Section 1.

(c) Involuntary Loss Or Substantial Destruction. The Occupancy Restrictions set forth in Section 3 hereof, and the Rental Restrictions set forth in Section 4 hereof, shall cease to apply to a Project in the event of involuntary noncompliance caused by fire, seizure, requisition, change in federal law or an action of a federal agency after the date of delivery of the Bonds, which prevents the Issuer and the Trustee from enforcing the Occupancy Restrictions and the Rental Restrictions, or foreclosure, transfer of title by deed in lieu of foreclosure, condemnation or similar event, but only if, within a reasonable time period, (i) the portion of the Bonds allocable to such Project (as determined by a firm of nationally recognized bond counsel acceptable to the Issuer and the Trustee) is promptly retired, or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement and (ii) an opinion from a firm of nationally recognized bond counsel (acceptable to the Issuer and the Trustee) is received to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions as a result of such involuntary loss or substantial destruction resulting from an unforeseen event will not adversely affect the exclusion from the gross income of the owners thereof for purposes of federal income taxation of the interest on the Bonds; provided, however, that the preceding provisions of this paragraph shall cease to apply in the case of such involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period subsequent to such event the Owner or any Related Party (as defined in Section 147(a)(2) of the Code) obtains an ownership interest in the Project for federal income tax purposes.

(d) Termination. This Agreement shall terminate upon the earliest of (i) termination of all Occupancy Restrictions and the Rental Restrictions, as provided in paragraphs (a), (b) and (c) of this Section 1 or (ii) delivery to the Issuer, the Trustee and the Owner of an opinion of nationally recognized bond counsel (acceptable to the Issuer and the Trustee) to the effect that continued compliance with the Rental Restrictions and Occupancy Restrictions on the Projects is not required in order for interest on the Bonds to remain excludible from gross income of the owners thereof for federal income tax purposes.

(e) Certification. Upon termination of this Agreement, in whole or in part, the Owner and the Issuer shall execute, and the Trustee shall acknowledge, and the parties shall cause to be recorded (at the Owner's expense), in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained herein has terminated, and the portion of the Project to which such termination relates.

Section 2. Project Restrictions. The Owner represents, warrants and covenants as follows:

(a) The Owner has reviewed the provisions of the Code and the Treasury Regulations thereunder (the "Regulations") applicable to this Agreement (including, without limitation, Section 142(d) of the Code and Section 1.103-8(b) of the Regulations) with its counsel and understands said provisions.

(b) Each Project is being acquired, rehabilitated and equipped for the purpose of providing a "qualified residential rental project" (within the meaning of Section 142(d) of the Code) and will, during the term of the applicable Rental Restrictions and Occupancy Restrictions hereunder, continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) At least ninety-five percent (95%) of each Project will consist of a "building or structure" (as defined in Section 1.103-8(b)(8)(iv) of the Regulations), or several proximate buildings or structures of similar construction, each containing one or more similarly constructed residential units (as defined in Section 1.103-8(b)(8)(i) of the Regulations) located on a single tract of land or contiguous tracts of land (as defined in Section 1.103-8(b)(4)(ii)(b) of the Regulations), which will be owned, for federal tax purposes, at all times by the same person, and financed pursuant to a common plan (within the meaning of Section 1.103-8(b)(4)(ii) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.103-8(b)(4)(iii) of the Regulations). Each such building or structure shall contain five (5) or more similarly constructed units.

(d) None of the residential units in any Project will at any time be used on a transient basis, nor will any Project itself be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis.

(e) In no event will continual or frequent nursing, medical or psychiatric services be made available at any Project, within the meaning of Revenue Ruling 98-47, 1998-2 C.B. 397, or any successor thereto.

(f) All of the residential units in each Project will be leased, rented, or will be available for lease or rental on a continuous basis to members of the general public (other than units for a resident manager or maintenance personnel and units which may be rented under the Section 8 assistance program, which units (subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section 8 requirements), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a residential unit in a Project shall be required to execute a written Lease Agreement with a stated term of not less than thirty (30) days nor more than one (1) year.

(g) Any functionally related and subordinate facilities (e.g., parking areas, swimming pools, tennis courts, et cetera) which are financed by the Bonds and included as part of a Project will be of a character and size commensurate with the character and size of the Project, and will be made available to all tenants on an equal basis. Fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar residential rental properties in the surrounding area (i.e., within a one-mile radius of the Project) and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3 hereof). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.

(h) Each residential unit in each Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(i) No portion of any Project will be used to provide any health club facility, any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

Section 3. Occupancy Restrictions.

The Owner represents, warrants and covenants as follows:

(a) Pursuant to the election of the Issuer and the Owner in accordance with the provisions of Section 142(d)(l)(B) of the Code, at all times during the applicable Qualified Project Period at least forty percent (40%) of the completed residential units in each Project shall be continuously occupied (or treated as occupied as provided herein) or held available for occupancy by Qualifying Tenants as herein defined. For purposes of this Agreement, "Qualifying Tenants" means individuals or families whose aggregate adjusted incomes do not exceed sixty percent (60%) of the applicable median gross income (adjusted for family size) for the area in which the Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 80f the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such termination).

(b) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant after the date of issuance of the Bonds, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification in the form attached hereto as (Sub)Exhibit B (the "Income Certification") evidencing that the aggregate adjusted

income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or certifications are reasonably deemed necessary by the Owner or the Issuer to substantiate the Income Certification.

(c) Not less frequently than annually, the Owner shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Owner as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Owner shall require each such tenant to execute and deliver to the Owner the Income Certification attached hereto as (Sub)Exhibit B.

(d) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such tenant until reoccupied, other than for a temporary period not to exceed thirty-one (31) days, at which time the character of such unit as a unit occupied by a Qualifying Tenant shall be redetermined.

(e) If an individual's or family's income exceeds the applicable income limit as of any date of determination, the income of such individual or family shall be treated as continuing not to exceed the applicable limit; provided that the income of an individual or family did not exceed the applicable income limit upon commencement of such tenant's occupancy or as of any prior income determination; and provided, further, that if any individual's or family's income as of the most recent income determination exceeds one hundred and forty percent (140%) of the applicable income limit, such individual or family shall cease to qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in the Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(f) For purposes of satisfying the requirement that forty percent (40%) of the completed residential units of each Project be occupied by Qualifying Tenants, the following principles shall apply: (i) at the time ten percent (10%) of the residential units in a Project are occupied, forty percent (40%) of such units must be occupied by Qualifying Tenants and (ii) after ten percent (10%) of the residential units in a Project are occupied, non-Qualifying Tenants may occupy units in the Project in the number set forth in (Sub)Exhibit D hereto, but only if the Qualifying Tenants occupancies predate the non-Qualifying Tenants occupancies.

(g) The Lease Agreement to be utilized by the Owner in renting any residential units in a Project to a prospective Qualifying Tenant shall provide for termination of the Lease Agreement and consent by such person to eviction following thirty (30) days notice, subject to applicable provisions of Illinois law (including for such purpose all applicable home rule ordinances), for any material misrepresentation made by such person with respect to the Income Certification with the effect that such tenant is not a Qualifying Tenant.

(h) All Income Certifications will be maintained on file at each Project so long as any Bonds are outstanding and for five (5) years thereafter with respect to each Qualifying Tenant who occupied a residential unit in the Project during the period the restrictions hereunder are applicable; and the Owner will, promptly upon receipt, file a copy thereof with the Issuer, and at the written request of the Trustee, with the Trustee.

(i) On the first (1st) day of each Qualified Project Period, on the fifteenth (15th) day of January, April, July and October of each year during the applicable Qualified Project Period, and within thirty (30) days after the final day of each month in which there occurs any change in the occupancy of a residential unit in a Project, the Owner will submit to the Issuer and the Trustee the "Certificate of Continuing Program Compliance" with respect to the Project, in the form attached hereto as (Sub)Exhibit C, executed by the Owner.

(j) The Owner shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) an annual certification as to whether the Projects continue to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Owner to the penalty provided in Section 6652(j) of the Code. The Owner shall submit a copy of each such annual certification to the Issuer and the Trustee.

Section 4. Rental Restrictions.

The Owner represents, warrants and covenants that once available for occupancy, each residential unit in each Project will be rented or available for rental on a continuous basis to members of the general public (other than (a) units for a resident manager or maintenance personnel and (b) units for Qualifying Tenants as provided for in Section 3 hereof).

Section 5. Transfer Restrictions.

The Owner covenants and agrees that, except as provided in the last sentence of this Section 5, no conveyance, transfer, assignment or any other disposition of title to a Project (a "Transfer"), shall be made prior to the termination of the applicable Rental Restrictions and Occupancy Restrictions hereunder, unless the transferee pursuant to the Transfer assumes in writing, in a form reasonably acceptable to the Issuer and the Trustee, all of the executory duties and obligations hereunder of the Owner, including this Section 5, and agrees to cause any subsequent transferee to assume such duties and obligations in the event of a subsequent Transfer by the transferee prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder (the "Assumption Agreement"). The Owner shall deliver the Assumption Agreement to the Issuer and the Trustee at least thirty (30)

days prior to a proposed Transfer. This Section 5 shall not apply to the following: (i) the Construction Mortgage, Security Agreement, Assignment of Rents and Leases, and Financing Statement, dated as of _____ 1, 2007, executed and delivered by the Owner to _____ and (ii) _____ other permitted liens?

Section 6. Enforcement.

(a) The Owner shall permit all duly authorized representatives of the Issuer or the Trustee to inspect any books and records of the Owner regarding the Projects and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(b) In addition to the information provided for in Section 3(i) hereof, the Owner shall submit any other information, documents or certifications reasonably requested by the Issuer or the Trustee which the Issuer or the Trustee deems reasonably necessary to substantiate continuing compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(c) The Issuer, the Trustee and the Owner each covenants that it will not take or permit to be taken any action within its control that it knows would adversely affect the exclusion of interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, the Issuer and the Owner covenant to take any lawful action within their control and the Trustee covenants to take any lawful action it is directed to take by the Owner, the Issuer or nationally recognized bond counsel (including amendment of this Agreement as may be necessary, in the opinion of nationally recognized bond counsel acceptable to the Issuer and the Trustee) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting the Projects.

(d) The Owner covenants and agrees to inform the Issuer and the Trustee by written notice of any violation of its obligations hereunder within five (5) days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the Issuer and the Trustee within the period of time specified by either the Issuer or the Trustee, which shall be (A) the lesser of (i) forty-five (45) days after the effective date of any notice to or from the Owner, or (ii) sixty (60) days from the date such violation would have been discovered by the Owner by the exercise of reasonable diligence, or (B) such longer period as is specified in an opinion of nationally recognized bond counsel (acceptable to the Issuer and the

Trustee), and as in such opinion will not result in the loss of such exclusion of interest on the Bonds, without further notice, the Issuer or the Trustee shall declare a default under this Agreement effective on the date of such declaration of default, and the Issuer or the Trustee shall apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Agreement.

(e) The Owner, the Issuer and the Trustee each acknowledges that the primary purpose for requiring compliance with the restrictions provided in this Agreement is to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and that the Issuer and the Trustee, on behalf of the owners of the Bonds, who are declared to be third-party beneficiaries of this Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder, which in the opinion of the Issuer and nationally recognized bond counsel could adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

(f) In the enforcement of this Agreement, the Issuer and the Trustee may rely on any certificate delivered by or on behalf of the Owner or any tenant with respect to any Project.

(g) Nothing in this section shall preclude the Issuer or the Trustee from exercising any remedies they might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder, which in the opinion of the Issuer and nationally recognized bond counsel could adversely affect the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

Section 7. Covenants To Run With The Land.

The Owner hereby subjects the Projects to the covenants, reservations and restrictions set forth in this Agreement. The Issuer, the Trustee and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall, subject to paragraphs (c) and (d) of Section 1, pass to and be binding upon the Owner's successors in title to the Projects throughout the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying a Project or any portion thereof or interest therein (excluding any transferee of a limited partnership interest in the Owner) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument. No breach of

this Agreement shall defeat, impair or otherwise affect the lien of a mortgage or similar encumbrance given in good faith and for value.

Section 8. Recording.

The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook County, Illinois, and in such other places as the Issuer or the Trustee may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

Section 9. Concerning The Trustee.

(a) The Trustee is executing and delivering this Agreement solely for the purposes of acknowledging the matters set forth herein, and being bound to undertake only those duties and responsibilities specifically set forth with respect to the Trustee. With respect to matters set forth in the remaining sections of this Agreement, the Trustee has made no investigation, makes no representation and undertakes no duties or responsibilities. No implied duties or responsibilities may be read into this Agreement against the Trustee, and the Trustee shall be entitled to the protections, privileges, exculpation and indemnities contemplated under the Indenture.

(b) In determining whether any default or lack of compliance by the Owner exists under this Agreement, the Trustee shall not be required to conduct any investigation into or review the operations or records of the Owner and, absent actual knowledge of any default or noncompliance, may assume compliance by the Owner with this Agreement unless otherwise specifically notified in writing.

(c) The permissive right of the Trustee to take actions permitted by this Agreement shall not be construed as an obligation or duty to do so.

(d) The Trustee shall be under no duty to confirm or verify any financial or other statements, reports or certificates furnished pursuant to any provisions hereof, and shall be under no other duty in respect of same except to retain the same in its files and permit the inspection of same at reasonable times by the Issuer.

(e) The Trustee has the right to appoint agents to carry out any of its duties and obligations hereunder, and shall, upon request, certify in writing to the other parties hereto any such agency appointment.

Section 10. No Conflict With Other Documents.

The Owner warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions hereof

(except documents that are subordinate to the provisions hereof), and the Owner agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth, which supersede any other requirements in conflict herewith.

Section 11. Interpretation.

Any terms not defined in this Agreement shall have the same meaning as terms defined in the Indenture, the Loan Agreement or Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

Section 12. Amendment.

This Agreement may be amended by the parties hereto to reflect changes in Section 142(d) of the Code, the regulations hereafter promulgated thereunder and revenue rulings promulgated thereunder, or in the interpretation thereof, subject to an opinion of nationally recognized bond counsel that such amendment will not adversely affect the exclusion of the interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation.

Section 13. Severability.

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

Section 14. Notices.

Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first (1st) day after being sent by telegram, or on the third (3rd) day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If To The Issuer: City of Chicago Department of Housing
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing

with a copy to:

City of Chicago
Office of the Corporation Counsel
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To The Trustee: _____

_____

_____

_____

Attention: _____

If To The Owner: TCB Lorington Apartments Limited
Partnership
in care of The Community Builders, Inc.
95 Berkeley Street
Boston, Massachusetts 02116
Attention: Mecky Adnani

with a copy to:

The Community Builders, Inc.
95 Berkeley Street
Boston, Massachusetts 02116
Attention: General Counsel

with a copy to:

Applegate & Thorne-Thomsen
322 South Green Street, Suite 400
Chicago, Illinois 60607
Attention: Ben Applegate

with a copy to:

Bank of America, N.A.
FL1-400-06-13
P.O. Box 31590
Tampa, Florida 33631-3590
Attention: Loan Administration Manager

Section 15. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, and where applicable, the laws of the United States of America.

In Witness Whereof, The parties hereto have caused this Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

[Seal]

City of Chicago, Illinois
as Issuer

Attest:

By: _____
City Clerk

By: _____
Chief Financial Officer

TCB Lorington Apartments Limited Partnership, an Illinois limited

By: TCB Lorington, Inc., an Illinois corporation

Its: General Partner

By: _____

Its: _____

[Trustee Name], As Trustee

[Seal] By: _____

Its: _____

Attest:

By: _____

Its: _____

State of Illinois)
)SS.
County of Cook)

Before Me, The undersigned authority, on this day personally appeared _____ and _____, of [Trustee], a national banking association (the "Trustee"), known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the _____ and _____ respectively, of said Trustee and acknowledged to me that said individuals executed the same for the purposes and consideration therein expressed and in the capacities therein stated, as the act and deed of said Trustee.

Given under my hand and notarial seal this _____ day of _____, 2007.

_____
Notary Public in and for the
State of Illinois

[Seal]

My commission expires on:

_____

State of Illinois)
)SS.
County of Cook)

Before Me, The undersigned authority, on this day personally appeared _____ and _____, the Chief Financial Officer and City Clerk, respectively, of the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of the Issuer.

_____
Notary Public in and for the
State of Illinois

[Seal]

My commission expires on:

_____

State of Illinois)
)SS.
County of Cook)

Before Me, The undersigned authority, on this day personally appeared Sara Lindholm, the authorized agent of TCB Lorington, Inc. ("General Partner"), an Illinois corporation and a general partner of TCB Lorington Apartments Limited Partnership, an Illinois limited partnership (the "Owner"), known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the authorized agent of said General Partner and acknowledged to me that said individual executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of the General Partner and said Owner.

Given under my hand and notarial seal this _____ day of _____, 2007.

_____
Notary Public in and for the
State of Illinois

[Seal]

My commission expires on:

_____

(Sub)Exhibits "A", "B", "C" and "D" referred to in this Land-Use Restriction Agreement read as follows:

(Sub)Exhibit "A".
(To Land-Use Restriction Agreement)

Legal Descriptions.

(1) Palmer/Kedzie Project

Legal Description:

_____

_____

_____

Address Commonly Known As:

3126 -- 3130 West Palmer Boulevard/
2219 -- 2223 North Kedzie Avenue
Chicago, Illinois.

Permanent Index Numbers:

_____

_____

_____

(2) Spaulding Project

Legal Description:

_____

_____

_____

Address Commonly Known As:

2630 -- 2644 North Spaulding Avenue
Chicago, Illinois.

Permanent Index Numbers:

_____

_____

_____

(Sub)Exhibit "B".
(To Land-Use Restriction Agreement)

Income Computation And Certification[1].

Note To Apartment Owner: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of

(1) The form of Income Computation and Certification shall be conformed to any amendments made to 24 C.F.R. Part 5, or any regulatory provisions promulgated in substitution therefor.

Housing and Urban Development ("H.U.D.") Regulations (24 C.F.R. Part 5). You should make certain that this form is at all times up to date with H.U.D. Regulations. All capitalized terms used herein shall have the meanings set forth in the Land-Use Restriction Agreement, dated as of _____ 1, 2007, among TCB Lorington Apartments Limited Partnership (the "Owner"), the City of Chicago and [Trustee], as Trustee.

Re: Lorington Apartments Project

_____
Chicago, Illinois

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

1.	2.	3.	4.	5.
Name Of Members Of The Household	Relationship To Head Of Household	Age	Social Security Number	Place Of Employment
	Head			
	Spouse			

6. Total Anticipated Income. The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the twelve (12) month period beginning the date that I/we plan to move into a unit (i.e., _____) is $_____.

Included in the total anticipated income listed above are:

(a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; include any withdrawal of cash or assets from the operation of a

business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

(c) interest and dividends (see 7(C) below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;

(f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph 6(f)(ii) shall be the amount resulting from one application of the percentage);

(g) periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and

(h) all regular pay, special pay and allowances of a member of the Armed Forces.

Excluded from such anticipated total income are:

(a) income from employment of children (including foster children) under the age of eighteen (18) years;

(b) payments received for the care of foster children or foster adults;

(c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and

workers' compensation), capital gains and settlement for personal or property losses;

(d) amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(e) income of a live-in aide;

(f) the full amount of student financial assistance paid directly to the student or to the educational institution;

(g) special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(h) amounts received under training programs funded by the Department of Housing and Urban Development ("H.U.D.");

(i) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (P.A.S.S.);

(j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, et cetera) and which are made solely to allow participation in a specific program;

(k) a resident service stipend in a modest amount (not to exceed Two Hundred Dollars ($200) per month) received by a resident for performing a service for the Owner, on a part-time basis, that enhances the quality of life in the Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one (1) stipend during the same period of time);

(l) compensation from state or local employment training programs and training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;

(m) reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(n) earnings in excess of Four Hundred Eighty Dollars ($480) for each full-time

student, eighteen (18) years or older, but excluding the head of household and spouse;

(o) adoption assistance payments in excess of Four Hundred Eighty Dollars ($480) per adopted child;

(p) deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment;

(q) amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(r) amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

(s) temporary, nonrecurring or sporadic income (including gifts); and

(t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 C.F.R. 5.609(c) apply.

7. Assets. (A) Do the persons whose income or contributions are included in Item 6 above:

(ii) have savings, stocks, bonds, equity in real property or other forms of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in H.U.D. homeownership programs, and interests in Indian Trust land)? _____ Yes _____ No

(iii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two (2) years at less than fair market value? _____ Yes _____ No

(B) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than Five Thousand Dollars ($5,000)? _____ Yes _____ No

(C) If the answer to (B) above is yes, state:

(i) the total value of all such assets: $_____,

(ii) the amount of income expected to be derived from such assets in the twelve (12) month period beginning on the date of initial occupancy of the unit that you propose to rent: $_____, and

(iii) the amount of such income, if any, that was included in Item 6 above: $_____.

8. Full-Time Students. (a) Are all of the individuals who propose to reside in the unit full-time students? _____ Yes _____ No

A full-time student is an individual who during each of five (5) calendar months during the calendar year in which occupancy of the unit begins is a full-time student at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or an individual pursuing a full-time course of institutional on-farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, are at least two of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return? Yes _____ No _____.

9. Relationship To Project Owner. Neither myself nor any other occupant of the unit I/We propose to rent is the owner of the rental housing project in which the unit is located (hereinafter the "Owner"), has any family relationship to the Owner, or owns directly or indirectly any interest in the Owner. For purposes of this paragraph, indirect ownership by an individual shall mean ownership by a family member; ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member; and ownership, direct or indirect, by a partner of the individual.

10. Reliance. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit and is relevant to the status under federal income tax law of the interest on bonds issued to provide financing for the apartment development for which application is being made. I/We consent to the disclosure of such information to the issuer of such bonds, the holders of such bonds, any trustee acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

11. Further Assistance. I/We will assist the Owner in obtaining any information or documents required to verify the statements made herein, including, but not limited to, either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding two (2) calendar years.

12. Misrepresentation. I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit, and may entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct.

Executed this __ day of _____ in _____, Illinois.

_____ _____
Applicant Applicant

_____ _____
Applicant Applicant

[Signature of all persons over the age of seventeen (17) years listed in Number 2 above required.]

Subscribed and sworn to before me this
_____ day of _____, 200___.

[Notary Seal]

Notary public in and for the State of _____

My commission expires: _____

For Completion By Apartment Owner Only:

1. Calculation of eligible income:

   a. Enter amount entered for entire household in 6 above: $_____

   b. (1) if the amount entered in 7(C)(I) above is greater than Five Thousand Dollars ($5,000), enter the total amount entered in 7(C)(ii), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance ($_____);

   (2) multiply the amount entered in 7(C)(i) times the current pass book savings rate as determined by H.U.D. to determine what the total annual earnings on the amount in 7(C)(i) would be if invested in passbook savings ($_____), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance ($_____); and

   (3) enter at right the greater of the amount calculated under (1) or (2) above: $_____

   c. Total Eligible Income (Line 1.a plus line 1.b(3)): $ _____.

2. The amount entered in 1.c is:

   _____ Less than sixty percent (60%) of Median Gross Income for Area[2].

   _____ More than sixty percent (60%) of Median Gross Income for the Area[3].

3. Number of apartment unit assigned: _____

   Bedroom Size: _____ Rent: $_____

---

(2) "Median Gross Income for the Area" means the median income for the area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, or if programs under Section 8 are terminated, median income determined under the method used by the Secretary prior to the termination. "Median Gross Income for the Area" shall be adjusted for family size.

(3) See footnote 2.

4. The last tenants of this apartment unit for a period of at least thirty (30) consecutive days [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than sixty percent (60%) of Median Gross Income for the Area.

5. Method used to verify applicant(s) income:

_____ Employer income verification.

_____ Copies of tax returns.

_____ Other (_____)

_____
Owner or Manager

Income Verification
(For Employed Persons)

The undersigned employee has applied for a rental unit located in a project financed by the City of Chicago. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages _____

Overtime _____

Bonuses _____

Commissions _____

Total current income _____

I hereby certify that the statements above are true and complete to the best of my knowledge.

Signature	Date	Title

I hereby grant you permission to disclose my income to TCB Lorington Apartments Limited Partnership, an Illinois limited partnership, in order that it may determine my income eligibility for rental of an apartment located in its project which has been financed by the City of Chicago.

Signature	Date

Please send to:

_____

_____

_____

Income Verification
(For Self-Employed Persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two (2) calendar years and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

Signature	Date

(Sub)Exhibit "C".
(To Land-Use Restriction Agreement)

Certificate Of Continuing Program Compliance.
(To Be Completed Separately With Respect To Each Project)

Project: _____

The undersigned, a general partner of TCB Lorington Apartments Limited Partnership, an Illinois limited partnership (the "Owner"), hereby certifies as follows:

1. The undersigned has read and is thoroughly familiar with the provisions of the Land-Use Restriction Agreement, dated as of _____ 1, 2007, among the Owner, the City of Chicago and [Trustee], as Trustee (the "Land-Use Restriction Agreement").

2. Based on Income Computations and Certifications on file with the Owner, as of the date of this Certificate, the following number of completed residential units in the above-captioned Project (i) are occupied by Qualifying Tenants (as such term is defined in the Land-Use Restriction Agreement), or (ii) were previously occupied by Qualifying Tenants and have been vacant and not reoccupied except for a temporary period of no more than thirty-one (31) days:

Occupied by Qualifying Tenants:[4] _____ Number of Units

Previously occupied by Qualifying Tenants (vacant and not reoccupied except for a temporary period of no more than thirty-one (31) days) _____ Number of Units

3. The total number of completed residential units in the Project is _____.

4. No default has occurred and is subsisting under the Land-Use Restriction Agreement.

---

(4) A unit all of the occupants of which are full-time students does not qualify as a unit occupied by Qualifying Tenants, unless one or more of the occupants was entitled to file a joint tax return.

TCB Lorington Apartments Limited Partnership, an Illinois limited partnership

By: TCB Lorington, Inc., an Illinois corporation

By: _____

Its: _____

(Sub)Exhibit "D".
(To Land-Use Restriction Agreement)

Ratable Rent-Up Schedule.

Total Units Occupied	Qualifying Units
1 -- 5	2
6 -- 10	4
11 -- 15	6
16 -- 20	8
21 -- 25	10
26 -- 30	12
31 -- 35	14
36 -- 40	16
41 -- 45	18
46 -- 50	20
51 -- 55	22

(Sub)Exhibit "F".
(To Loan Agreement With TCB Lorington Apartments Limited Partnership)

Form Of Monthly Lease-Up Report.

Move In Database.

Building #	Apt. #	# of BR's	# of BA's	Set-Aside	Security Deposit	Lease Rent	Certified or Move in Date	Lease Expiration	Total Value of Concessions	Description of Concession	Concession Given at Move In (Y/N)

MOVE OUT DATABASE

Building #	Apt. #	# of BR's	# of BA's	Set-Aside	Total Security Deposit	Security Deposit to Tenant	Lease Rent	Move Out Date	Certified or Move in Date	Lease (enter an "x")			
										Skip	Evicted	Expired	Other

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SETTLEMENT AGREEMENT REGARDING CASE OF *ANTON BROWN, LATAYA EDWARDS, MICHAEL JOHNSON, DAMIAN MOORE, TIFFANY CRAWFORD AND JOE RICE, A MINOR BY HIS MOTHER, YVETTE MOORE V. CITY OF CHICAGO, VLADIMIR M. VLCANSKY, DANIEL A. BORA, DAVID M. RODRIGUEZ, MICHAEL J. MULLIGAN, AND AS YET UNIDENTIFIED POLICE OFFICERS.*

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Anton Brown, Lataya Edwards, Michael Johnson, Damian Moore, Tiffany Crawford and Joe Rice, a minor by his mother, Yvette Moore v. City of Chicago, Vladimir M. Vlcansky, Daniel A. Bora, David M. Rodriguez, Michael J. Mulligan, and as yet Unidentified Police Officers,* cited as 98 C 7949 in the amount of $1,960,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Anton Brown, Lataya Edwards, Michael Johnson, Damian Moore, Tiffany Crawford and Joe Rice, a minor by his mother, Yvette Moore v. City of Chicago, Vladimir M. Vlcansky, Daniel A. Bora, David M. Rodriguez, Michael J. Mulligan, and as yet Unidentified Police Officers,* cited as 98 C 7949 in the amount of $1,960,000.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SETTLEMENT AGREEMENT REGARDING CASE OF *DELORES BRADICH, AS ADMINISTRATOR OF THE ESTATE OF MELVIN BRADICH V. CITY OF CHICAGO, CAPTAIN THOMAS HILBRING, POLICE OFFICER RONALD SIMMONS AND DETENTION AIDE CRAIG WALKER.*

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Delores Bradich, as Administrator of the Estate of Melvin Bradich v. City of Chicago, Captain Thomas Hilbring, Police Officer Ronald Simmons and Detention Aide Craig Walker,* cited as 00 C 7998 in the amount of $175,000, having

had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Delores Bradich, as Administrator of the Estate of Melvin Bradich v. City of Chicago, Captain Thomas Hilbring, Police Officer Ronald Simmons and Detention Aide Craig Walker,* cited as 00 C 7998 in the amount of $175,000.

AMENDMENT TO SMALL BUSINESS IMPROVEMENT FUND PROGRAM TO PROVIDE FUNDING FOR KINZIE INDUSTRIAL CONSERVATION, MIDWEST AND JEFFERSON PARK TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREAS.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing an amendment to the Small Business Improvement Fund Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, By an ordinance adopted by the City Council of the City ("City Council") on July 21, 1999, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 8307 to 8344, inclusive (the "Program Ordinance"), the City implemented a redevelopment program known as the Small Business Improvement Fund program (the "Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas of the City; and

WHEREAS, By ordinances adopted by the City Council, the first on November 8, 2000, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 43877 to 43930, inclusive (the "First Amending Ordinance") and the most recent on February 7, 2007 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 97661 to 97672, inclusive (the "Ninth Amending Ordinance", collectively with the Program Ordinance, the First Amending Ordinance and the other amending ordinances, the "S.B.I.F. Ordinance"), the City has restated and refined the Program and extended its reach to additional redevelopment project areas of the City; and

WHEREAS, The Program Ordinance authorized Department of Planning and Development of the City ("D.P.D.") to fund the Program in the Kinzie Industrial Conservation redevelopment project area in an amount not to exceed One Million Dollars ($1,000,000); and

WHEREAS, The Program Ordinance authorized D.P.D. to fund the Program in the Jefferson Park redevelopment project area in an amount not to exceed Seven Hundred Fifty Thousand Dollars ($750,000); and

WHEREAS, By an ordinance adopted by the City Council of the City on November 3, 2004, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 34545 to 34554, inclusive (the "Sixth Amending Ordinance") the City Council authorized D.P.D. to increase the funding of the Program in the Kinzie Industrial Conservation redevelopment project area to an amount not to exceed Two Million Five Hundred Thousand Dollars ($2,500,000); and

WHEREAS, In an ordinance adopted by the City Council on October 31, 2001 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date at pages 69965 to 70047, inclusive (the "Midwest Ordinance") the City Council authorized D.P.D. to fund the Program in the Midwest redevelopment project area in an amount not to exceed Seven Hundred Fifty Thousand Dollars ($750,000); and

WHEREAS, D.P.D. now desires to refund the Program in the Kinzie Industrial, Midwest and Jefferson Park redevelopment project areas (collectively, the "T.I.F./S.B.I.F. Areas"), each in an amount not to exceed the Program funding

identified in Exhibit A attached hereto, because the original funding for each area pursuant to the Program Ordinance, the Sixth Amending Ordinance and the Midwest Ordinance (collectively, the "Funding Ordinances") has been substantially disbursed; and

WHEREAS, The City's obligation to provide funding for the Program may be met through (i) incremental taxes from the T.I.F./S.B.I.F. Areas; (ii) certain proceeds of the City's issuance of tax increment allocation revenue notes to be secured by incremental taxes deposited in the Special Tax Allocation Funds of the T.I.F./S.B.I.F. Areas pursuant to the Act, or (iii) any other funds legally available to the City for this purpose; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Commissioner of D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized to fund the Program in the T.I.F./S.B.I.F. Areas in the amounts set forth in Exhibit A hereto.

SECTION 3. The proceeds of the tax increment allocation revenue notes issued by the City to fund the Program in the T.I.F./S.B.I.F. Areas, and secured by incremental taxes deposited in the Special Tax Allocation Funds of the T.I.F./S.B.I.F. Areas pursuant to the Act, if any, are hereby appropriated for the purposes set forth herein.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. All sections of the S.B.I.F. Ordinance in conflict with this ordinance are hereby repealed to the extent of such conflict. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Funding of T.I.F./S.B.I.F. Areas.

The following T.I.F./S.B.I.F. Areas are being funded in the following amounts:

Kinzie Industrial Conservation:	not to exceed $1,500,000
Midwest:	not to exceed $750,000
Jefferson Park:	not to exceed $750,000

AUTHORIZATION FOR AMENDMENT OF ORDINANCE TO CORRECT LEGAL DESCRIPTION OF LA SALLE CENTRAL TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing an amendment to the LaSalle Central Tax Increment Financing Redevelopment Plan and Project, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, On November 15, 2006, the City Council of the City of Chicago (the "City") adopted the following ordinances: An Ordinance Approving a Redevelopment Plan (the "Plan") for the LaSalle Central Redevelopment Project Area (the "Plan Ordinance"), published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of November 15, 2006 at pages 92019 -- 92099; An Ordinance Designating the LaSalle Central Redevelopment Project Area a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act (the "Designation Ordinance), published in the *Journal* of November 15, 2006 at pages 92100 -- 92107; and An Ordinance Adopting Tax Increment Allocation Financing for the LaSalle Central Redevelopment Project Area (the "T.I.F. Ordinance), published in the *Journal* of November 15, 2006 at pages 92108 -- 92114 (collectively, such ordinances are hereinafter referred to as the "Original LaSalle Central Ordinances"); and

WHEREAS, On February 7, 2007, the City Council of the City of Chicago (the "City") adopted the following ordinance: An Ordinance Correcting Ordinances Related to Tax Allocation Financing for the LaSalle Central Redevelopment Project Area, published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of February 7, 2007 at pages 97850 -- 97855 (the "Corrective Ordinance"; the Original LaSalle Central Ordinances, as amended by the Corrective Ordinance, the "Amended LaSalle Central Ordinances"); and

WHEREAS, The Amended LaSalle Central Ordinances each included exhibits showing the boundaries of the LaSalle Central Redevelopment Project Area (the "Area") by legal description and by street location, and a boundary map of the Area; and

WHEREAS, Said legal description subsequently was discovered to have contained an unintended, de minimis error in describing part of the eastern boundary of the Area; and

WHEREAS, The boundary description by street location and the boundary map correctly indicate the Area as it is intended to be described, and the Plan which

includes a list of only those parcels, identified by permanent index number, which are contained within the boundaries of the Area as described by street location and as shown in the boundary map; and

WHEREAS, When viewed together, the legal description, the boundary description by street location, the boundary map and the list of parcels in the Area fairly apprise the public and affected taxing districts of the property involved in the Plan, and the City desires to reform and correct the legal description to reflect the intended eastern boundary of the Area and not to alter the exterior boundaries of the Area; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

SECTION 2. Amendment Of Prior Ordinances. The legal description in the following exhibits to the Amended LaSalle Central Ordinances:

(i) Exhibit C to the Plan Ordinance, published in the *Journal* of November 15, 2006 at pages 92095 -- 92098, as amended by the Corrective Ordinance published in the *Journal* of February 7, 2007 at pages 97852 -- 97855, which also constitutes (Sub)Appendix 1 to the Plan (attached as Exhibit A to the Plan Ordinance); and

(ii) Exhibit A to the Designation Ordinance, published in the *Journal* of November 15, 2006 at pages 92103 -- 92106, as amended by the Corrective Ordinance published in the *Journal* of February 7, 2007 at pages 97852 -- 97855; and

(iii) Exhibit A to the T.I.F. Ordinance, published in the *Journal* of November 15, 2006 at pages 92110 -- 92113, as amended by the Corrective Ordinance published in the *Journal* of February 7, 2007 at pages 97852 -- 97855,

is hereby reformed and corrected to reflect the intended eastern boundary of the Area by deleting the struck-through language and inserting the underscored language as set forth in Exhibit 1 to this ordinance.

SECTION 3. Invalidity Of Any Section. 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 remaining provisions of this ordinance.

SECTION 4. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Corrected And Reformed Legal Description.

That part of the south half of Section 9, together with that part of the north half of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian all taken as a tract of land bounded and described as follows:

beginning at the point of intersection of the east line of Canal Street with the south line of Lake Street in the east half of the southwest quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, and running; thence east along said south line of Lake Street to the northerly extension of the east line of the 18 foot wide alley east of Canal Street; thence south along said northerly extension of the east line of the 18 foot wide alley east of Canal Street and the east line thereof to the north line of Randolph Street; thence west along said north line of Randolph Street to the east line of Canal Street; thence south along said east line of Canal Street to the easterly extension of the north line of the south 275.06 feet of Block 50 in the Original Town of Chicago in Section 9; thence west along said easterly extension of the north line of the south 275.06 feet of Block 50 in the Original Town of Chicago to the west line of Canal Street; thence south along said west line of Canal Street to the south line of Madison Street; thence east along said south line of Madison Street to the east line of Wacker Drive; thence north along said east line of Wacker Drive to the south line of Calhoun Place; thence east along said south line of Calhoun Place to the west line of Franklin Street; thence south along said west line of Franklin Street to the north line of Monroe Street; thence west along said north line of Monroe Street to the northerly extension of the west line of the easterly 18 feet of Lot 2 in Block 82 of School Section Addition to Chicago in Section 16; thence south along said northerly extension of the west line of the easterly 18 feet of Lot 2 in Block 82 and the west line hereof to the south line of said Lot 2; thence west along said south line of Lot 2 in Block 82 and the westerly extension thereof to the east line of Wacker Drive; thence north along said east line of Wacker Drive to the north line of Monroe Street; thence west along said north line of Monroe Street to the west line of the south branch of the Chicago River; thence south along said west line of the south branch of the Chicago River to the north line of Lot 4 in Railroad Companies' Resubdivision of Blocks 62 to 76 inclusive, 78,

parts of 61 and 71, and certain vacated streets and alleys in School Section Addition to Chicago in Section 16; thence west along said north line of Lot 4 to the westerly line thereof; thence southeasterly along said westerly line of Lot 4 to the southwesterly corner thereof; thence southeasterly along a straight line to the northwesterly corner of Lot 5 in said Railroad Companies' Resubdivision in Section 16; thence southeasterly along the westerly line of said Lot 5 to an angle point on said westerly line; thence southeasterly along said westerly line of Lot 5 to a point on said westerly line, said point lying 121.21 feet northwesterly of the southwesterly corner of Lot 5; thence east along a straight line parallel with and 121.21 feet north of the south line of said Lot 5 to the westerly line of the south branch of the Chicago River; thence southeasterly along said westerly line of the south branch of the Chicago River to the north line of Jackson Boulevard; thence south along a straight line to the south line of Jackson Boulevard; thence west along said south line of Jackson Boulevard to th east line of Canal Street; thence south along said east line of Canal Street to the north line of Van Buren Street; thence east along said north line of Van Buren Street to the east line of Wacker Drive; thence north along said east line of Wacker Drive to the south line of Jackson Boulevard; thence east along said south line of Jackson Boulevard to the west line of Franklin Street; thence south along said west line of Franklin Street to the north line of Van Buren Street; thence east along said north line of Van Buren Street to the northerly extension of the east line of the 12 foot wide alley east of Wells Street; thence south along said northerly extension of the east line of the 12 foot wide alley east of Wells Street to the south line of Van Buren Street; thence east along said south line of Van Buren Street to the west line of LaSalle Street; thence north along the northerly extension of the west line of LaSalle Street to the north line of Van Buren Street; thence east along said north line of Van Buren Street to the east line of Clark Street; thence north along said east line of Clark Street to the south line of Adams Street; thence east along said south line of Adams Street to the west line of Dearborn Street; thence north along said west line of Dearborn Street to the easterly extension of the north line of the 18 foot wide alley south of Monroe Street; thence east along said easterly extension of the north line of the 18 foot wide alley south of Monroe Street and the north line thereof to ~~a point on a line 130 feet west of and parallel with the west line of South State Street~~ the east line of the west half of Lot 3 in Block 141 in School Section Addition to Chicago in Section 16; thence north along said ~~parallel~~ east line of the west half of Lot 3 to the south line of Monroe Street; thence west along said south line of Monroe Street to the southerly extension of the west line of the most westerly 15 foot wide alley east of Dearborn Street; thence north along said southerly extension of the west line of the most westerly 15 foot wide alley east of Dearborn Street and the west line thereof to the south line of the 15 foot wide alley north of Monroe Street; thence west along said south line of the 15 foot wide alley north of Monroe Street and the westerly extension thereof to the west line of Dearborn Street; thence south along said west line of Dearborn Street to the north line of Monroe Street; thence west along said north line of Monroe Street to the east line of Lot 21 in Assessor's Division of Block 118 of School

Section Addition in Section 16; thence north along ~~the~~ said east line of ~~said~~ Lot 21 and the northerly extension thereof to the south line of Lot 33 in said Assessor's Division of Block 118 of School Section Addition in Section 16; thence west along said south line of Lot 33 to the west line thereof; thence north along said west line of Lot 33 to the south line of Lot 14 in Assessor's Division of Block 118 of School Section Addition in Section 16; thence west along said south line of Lot 14 to the east line of the 10 foot wide alley west of Clark Street; thence north along said east line of the 10 foot wide alley west of Clark Street and the northerly extension thereof to the north line of Madison Street; thence west along said north line of Madison Street to the east line of the 9 foot wide alley west of Clark Street; thence north along said east line of the 9 foot wide alley west of Clark Street to the south line of the 18 foot wide alley south of Washington Street; thence north along a straight line to the southeast corner of the parcel of land bearing Permanent Index Number 17-9-459-001; thence north along the east line of the parcel of land bearing Permanent Index Number 17-9-459-001 to the south line of Washington Street; thence east along said south line of Washington Street to th east line of Clark Street; thence north along said east line of Clark Street to the south line of Randolph Street; thence west along said south line of Randolph Street to the west line of Clark Street; thence north along said west line of Clark Street to the north line of Randolph Street; thence west along said north line of Randolph Street to the east line of LaSalle Street; thence south along said east line of LaSalle Street to the easterly extension of the south line of Court Place; thence west along said easterly extension of the south line of Court Place and the south line thereof to the west line of Wells Street; thence south along said west line of Wells Street to the north line of Washington Street; thence west along said north line of Washington Street to the east line of Franklin Street; thence north along said east line of Franklin Street to the centerline of vacated court place; thence east along said centerline of vacated Court Place to the southerly extension of the east line of Lot 2 in Block 41 in the Original Town of Chicago in the southeast quarter of Section 9; thence north along said southerly extension of the east line of Lot 2 in Block 41 and the east line thereof to the south line of Randolph Street; thence west along said south line of Randolph Street to the southerly extension of the west line of the easterly 20 feet of Lot 7 in Block 31 in the Original Town of Chicago in Section 9; thence north along said southerly extension of the west line of the easterly 20 feet of Lot 7 and the west line thereof to the south line of Couch Place; thence north along the northerly extension of the west line of the easterly 20 feet of Lot 7 to the north line of Couch Place; thence west along said north line of Couch Place to the east line of Wacker Drive; thence north along said east line of Wacker Drive to the south line of Lake Street; thence northeasterly along a straight line to the intersection of the north line of Lake Street with the easterly line of Wacker Drive; thence west along said north line of lake street to the westerly line of the north branch of the Chicago River; thence northwesterly along said westerly line of the north branch of the Chicago River to an angle point on said westerly line, said point being also the northeast corner of Lot 1 in Block 22 in the Original Town of Chicago in Section 9; thence west along the

north line of said Lot 1 in Block 22 to a point, said point being also a point on the westerly line of the north branch of the Chicago River; thence northwesterly along said westerly line of the north branch of the Chicago River to the north line of that tract of land vacated in Document Number 5507199, recorded October 6, 1914; thence west along said north line of that tract of land vacated in Document Number 5507199, a distance of 21.26 feet to a point on said north line; thence northwesterly along the easterly line of the parcel of land bearing Permanent Index Number 17-9-306-014 to a point of curvature on said easterly line; thence northwesterly along the arc of curve, said curve being concave to the northeast and having a radius of 600 feet, to the east line of Canal Street; thence south along said east line of Canal Street to the south line of Lake Street, being also the point of beginning the heretofore described tract of land, all in Cook County, Illinois.

DESIGNATION OF CENTERPOINT PROPERTIES TRUST AS PROJECT DEVELOPER, AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT AND PAYMENT OF CERTAIN INCREMENTAL TAXES FOR REDEVELOPMENT OF PROPERTY AT 4201 WEST VICTORIA STREET.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing entering into and executing a redevelopment agreement with CenterPoint Properties Trust, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Alderman Edward M. Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 43.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, Under an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on February 16, 2000 and published at pages 24689 through 24787 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Redevelopment Plan") for the Peterson/Pulaski T.I.F. Redevelopment Project Area (the "Redevelopment Area") was approved under the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"); and

WHEREAS, Under an ordinance adopted by the City Council on February 16, 2000 and published at pages 24789 through 24794 of the *Journal* of such date, the Redevelopment Area was designated as a redevelopment project area under the Act; and

WHEREAS, Under an ordinance (the "T.I.F. Ordinance") adopted by the City Council on February 16, 2000 and published at pages 24796 through 24801 of the *Journal* of such date, tax increment allocation financing was adopted under the Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the Act) incurred under the Redevelopment Plan; and

WHEREAS, CenterPoint Properties Trust, a Maryland real estate investment trust ("Developer"), presently owns certain property located within the Redevelopment Area and commonly known as 4201 West Victoria Street (the "Property"), and plans to redevelop the Property by renovating an approximately one hundred thirty thousand (130,000) square foot building for multiple industrial or manufacturing tenant use, with such redevelopment work being collectively defined as the "Project"; and

WHEREAS, Developer has proposed to undertake the Project in accordance with the Redevelopment Plan and under the terms and conditions of a proposed redevelopment agreement to be executed by Developer and the City, to be financed in part by the payment to Developer of certain incremental taxes deposited in the Peterson/Pulaski T.I.F. Fund (as defined below); and

WHEREAS, The Project is necessary for and in furtherance of the redevelopment of the Redevelopment Area; and

WHEREAS, Under Resolution 06-CDC-75 adopted by the Community Development Commission of the City of Chicago (the "Commission") on September 12, 2006, the Commission recommended that Developer be designated as the developer for the Project and authorized the City's Department of Planning and Development ("D.P.D.") to negotiate, execute and deliver a redevelopment agreement with Developer for the Project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

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

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between Developer and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "CenterPoint Properties Trust Redevelopment Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the CenterPoint Properties Trust Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the CenterPoint Properties Trust Redevelopment Agreement and supporting documents.

SECTION 4. Under the T.I.F. Ordinance, the City has created a special fund, designated as the Peterson/Pulaski Redevelopment Project Area Special Tax Allocation Fund (the "Peterson/Pulaski T.I.F. Fund"). The City shall pay funds due under the CenterPoint Properties Trust Redevelopment Agreement from the Peterson/Pulaski T.I.F. Fund after the execution and delivery of, and in accordance with, the CenterPoint Properties Trust Redevelopment Agreement.

SECTION 5. The Mayor, the Comptroller, the City Clerk, the Commissioner (or his or her designee) and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

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 be in full force and effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

CenterPoint Properties Trust
Redevelopment Agreement

By And Between

The City Of Chicago

And

CenterPoint Properties Trust.

This CenterPoint Properties Trust Redevelopment Agreement (this "Agreement") is made as of this _____day of _____, 200__, by and between the City

of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), and CenterPoint Properties Trust, a Maryland real estate investment trust duly authorized to do business in the State of Illinois (the "Developer"). Capitalized terms not otherwise defined herein shall have the meaning given in Section 2.

Recitals.

A. City Council Authority. To induce redevelopment pursuant to provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "Act") the City Council of the City (the "the City Council") adopted certain ordinances on February 16, 2000 (1) approving a redevelopment plan for the Peterson/Pulaski Redevelopment Project Area (the "Redevelopment Area"), (2) designating the Redevelopment Area as a "redevelopment project area" under the Act, and (3) adopting tax increment allocation financing for the Area (the "T.I.F. Adoption Ordinance" and collectively with items (1) and (2), the "T.I.F. Ordinances"). The Redevelopment Area is legally described in (Sub)Exhibit A hereto.

B. The Project. The Developer intends to undertake the redevelopment project described in (Sub)Exhibit B hereto (the "Project") with respect to certain property owned by the Developer located within the Redevelopment Area and commonly known as 4201 West Victoria Street and legally described on (Sub)Exhibit C (the "Property"). The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement. The Project will be carried out in accordance with this Agreement and the City of Chicago Peterson/Pulaski Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan").

C. City Financing. The City agrees to use Incremental Taxes to reimburse the Developer for the costs of T.I.F.-Funded Improvements pursuant to the terms and conditions of this Agreement.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this agreement by reference.

Section 2.

Definitions.

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

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

"Available Incremental Taxes" shall mean an amount equal to ninety percent (90%) of the Incremental Taxes deposited in the Redevelopment Area T.I.F. Fund, which amount reflects the allocation of the City Fee described in Section 4.05 hereof.

"Average Minimum Occupancy" shall have the meaning as set forth in Section 8.05 hereof.

"Certificate" shall mean the Certificate of Completion described in Section 7.01 hereof.

"City Council" shall have the meaning set forth in the recitals hereof.

"City Fee" shall mean the fee described in Section 4.05 hereof.

"City Funds" shall mean the funds described in Section 4.02 hereof.

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

"Completion Date" shall mean the date the City issues its Certificate of Completion.

"Compliance Period" shall have the meaning as set forth in Section 8.05 hereof.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in paragraph E of (Sub)Exhibit D hereto.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing, if any) in an amount not less than that set forth in Section 4.01 hereof.

"Event of Default" shall have the meaning set forth in Section 12 hereof.

"General Contractor" shall mean the general contractor(s) hired by the Developer for the Project.

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

"Lender Financing" shall mean funds borrowed by the Developer from lenders and used to pay for Costs of the Project otherwise secured by the Property.

"M.B.E.(s)" shall mean a business identified in the *Directory of Certified Minority Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the procurement program or the construction program, as applicable.

"M.B.E./W.B.E. Budget" shall mean the budget attached hereto as (Sub)Exhibit E-2.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims or encumbrances relating to the Developer, the Property or the Project.

"Occupancy Report" shall have the meaning as set forth in Section 8.05 hereof.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on (Sub)Exhibit F hereto.

"Prior Expenditure(s)" shall mean those prior expenditures relating to the Project set forth in (Sub)Exhibit G hereto.

"Prohibited Use" shall mean a fast-food chain restaurant, a national chain business, a branch bank, an employment agency, a currency exchange, a payday loan store, a pawn shop, a psychic or astrological or palm-reading business, a bar or liquor store, an adult bookstore, a massage parlor, a hotel or motel, an off-track betting facility, a trailer-storage yard, a scrap yard, or any use similar to the preceding uses or otherwise identified in writing by D.P.D.. The Commissioner of D.P.D. shall have discretion to consent to a waiver of any of the foregoing

prohibited uses for any specific development, which discretion shall be in the Commissioner's sole discretion.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit E-1, showing the total cost of the Project by line item, as the same may be amended from time to time with the consent of D.P.D. as set forth in Section 3.02 hereof.

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

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Reimbursement Event" shall mean an act or omission of by the Developer or its Affiliate resulting in an Event of Default relating to: (i) a material misrepresentation to the City related to the Project that the City relied upon (as reasonably determined by the City) in its decision to provide City Funds for the Project or to pay any such City Funds to the Developer; (ii) a fraudulent act or omission related to the Project; (iii) a misappropriation of funds from the uses set forth in the Project Budget resulting in the receipt by the Developer or its Affiliates of additional fees, commissions or compensation not disclosed in such Project Budget or otherwise approved in writing by D.P.D.; (iv) any intentional or material waste to the Project improvements or any portion thereof; (v) any unapproved use of City Funds for payment or reimbursement of amounts other than costs of the T.I.F.-Funded Improvements; (vi) a breach of the transfer and assignment restrictions contained in this Agreement; (vii) any material breach of the representations, warranties or covenants regarding environmental matters contained in this Agreement, as applicable; (viii) the occurrence of any material uninsured casualty event to any portion of the Project improvements unless the portion of the improvements damaged by such event is restored within a reasonable period of time; (ix) material misappropriation or misapplication of insurance proceeds or condemnation awards relating to the Project; (x) any material misrepresentation in any Economic Disclosure Statements and Affidavit submitted by the Developer or its Affiliates; (xi) any receipt of City Funds after the occurrence of an Event of Default, or the occurrence of an event which, if prompt notice of such event had been given, would have entitled the City to withhold, suspend, reduce or terminate the disbursement of such City Funds under this Agreement.

"Requisition Form" shall mean the document, in the form attached hereto as (Sub)Exhibit H, to be delivered by the Developer to D.P.D. pursuant to Section 4.03 of this Agreement.

"Survey" shall mean a survey of the Property prepared in accordance with Minimum Standard Detail Requirements adopted for ALTA/ACSM Land Title

Surveys (2005 Revision), including such Table A requirements as the City may reasonably require, if any, dated within forty-five (45) days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property resulting from the Project, if any).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the earlier to occur of: (a) the date on which the Redevelopment Area is no longer in effect, and (b) the date on which the final payment of City Funds is made under this Agreement.

"T.I.F.-Funded Improvements" shall mean those costs of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement, as set forth on (Sub)Exhibit I, as the same may be amended with D.P.D.'s consent.

"Title Company" shall mean Chicago Title Insurance Company.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

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

"W.B.E.(s)" shall mean a business identified in the *Directory of Certified Women Business Enterprises* published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a women-owned business enterprise.

Section 3.

The Project.

3.01 The Project.

The Developer will complete the Project no later than December 31, 2007, or such later date as to which D.P.D. may consent.

3.02 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, the Project Budget. The Developer hereby certifies to the City that (a) it has Equity sufficient in an amount sufficient to pay for all Project costs, and (b) the Project Budget is true, correct and complete in all material respects. The Developer may not make any material change to the Project Budget without D.P.D.'s prior written consent. For purposes of this Section 3.02, the term "material change" shall mean an increase of five percent (5%) or more of any line item in the Project Budget. Any consent by D.P.D. shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

3.03 D.P.D. Approval.

Any approval granted by D.P.D. under this Agreement is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by D.P.D pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project or otherwise lessen the Developer's obligations under Section 5.02.

3.04 Survey Update.

On the Completion Date, the Developer shall provide an updated Survey if the Project added new improvements to the Property.

3.05 Signs And Public Relations.

The Developer shall erect a sign in accordance with a template provided by D.P.D., and subject to final approval by D.P.D., in a conspicuous location on the Property during the Project indicating that financing has been provided in part by the City.

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be Seven Million Seven Hundred Forty-six

Thousand Two Hundred Seventy-four Dollars ($7,746,274), which the Developer will initially fund from the following sources:

Equity	$7,746,274
Estimated Total	$7,746,274

Such sources of funds shall be used to pay all Project costs because no City Funds will be paid until the City's issuance of a Certificate, and then only as set forth in Section 4.02. Except for the City Funds, no other City financial assistance or incentives have been or will be provided for the Project.

4.02 Reimbursement From City Funds.

(a) Uses of City Funds. City Funds may only be used to reimburse the Developer after the issuance of a Certificate for costs of T.I.F.-Funded Improvements that constitute Redevelopment Project Costs. (Sub)Exhibit I sets forth the maximum amount of costs that maybe reimbursed from City Funds for each line item therein (subject to Section 4.02(b)), contingent upon receipt by the City of documentation satisfactory to D.P.D.

(b) Payment Of City Funds.

(i) Subject to the terms and conditions of this Agreement, the City hereby agrees to provide funds solely from Available Incremental Taxes to reimburse the Developer for the cost of T.I.F.-Funded Improvements up to the maximum amounts determined under Section 4.02(b)(iii) (the "City Funds").

(ii) City Funds shall not be paid to the Developer hereunder prior to the issuance of a Certificate pursuant to Section 7.01.

(iii) Subject to the terms and conditions of this Agreement, at the issuance of the Certificate and annually thereafter, payments shall be made in installments (each an "Installment") to the Developer on the February 1 next following the Developer's submission of a Requisition Form in accordance with Section 4.03 and an Occupancy Report in accordance with Section 8.05. Each Installment shall be in an annual amount (with no more than one Installment paid to the Developer per calendar year) which is the lesser of (x) the amount set forth in Section 4.02(c) or (y) twenty percent (20%) of the Available Incremental Taxes; provided, however, that the City may elect to prepay the City Funds at D.P.D.'s sole discretion; provided, further, in no event shall the City reimburse the Developer in excess of the lesser of (a) One Million Dollars ($1,000,000), or (b) twenty-five percent (25%) of the Project costs, as set out in the final Project Budget. Furthermore, in no instance shall the total City Funds paid under this Agreement, together with any other financial assistance provided to the Developer with respect to the Project (including, without limitation, the value of any tax assessment incentives,

abatements or reductions), exceed twenty-five percent (25%) of the Project costs, as set out in the final Project Budget.

(iv) City Funds derived from Available Incremental Taxes shall be available to pay such costs and allocated for such purposes only so long as:

(1) the amount of the Available Incremental Taxes is sufficient to pay for such costs;

(2) the City has been paid the City Fee described in Section 4.05 below;

(3) no Event of Default or condition for which the giving of notice or the passage of time, or both, would constitute an Event of Default exists under this Agreement; and

(4) no Occupancy Default exists under this Agreement.

The Developer acknowledges and agrees that the City's obligation to pay any City Funds is contingent upon the fulfillment of the conditions set forth in parts (1), (2), (3) and (4) above, as well as the prior issuance of the Certificate and the Developer's satisfaction of all other applicable terms and conditions of this Agreement, including, without limitation, compliance with the covenants in Section 8.05.

(c) Payment Amount. The Installments to be paid by the City shall be as follows (subject to Sections 8.05 and 12.04):

Compliance Period	Average Minimum Occupancy	Payment
Certificate of Completion	25%	$150,000
Installment 2*	25	150,000
Installment 3	50	175,000
Installment 4	50	175,000
Installment 5	50	175,000
Installment 6	50	175,000

* The Compliance Period for payment of Installment 2 is the year ending on the last day of the month prior to the month of the one year anniversary of the issuance of the Certificate. Installments are for annual periods thereafter. See Section 8.05 herein.

4.03 Requisition Form.

On the Completion Date and on or before each October 31st or such other date as the parties may agree to) thereafter and continuing throughout the Term of the Agreement, the Developer shall provide D.P.D. with a Requisition Form, along with the documentation described therein. Requisition for reimbursement of T.I.F.-Funded Improvements shall be made not more than one time per year (or as otherwise permitted by D.P.D.). Upon D.P.D s request, the Developer shall meet with D.P.D. to discuss any Requisition Form(s).

4.04 Prior Expenditures.

(Sub)Exhibit G hereto sets forth the prior expenditures approved by D.P.D. as of the date hereof.

4.05 City Fee.

Annually, the City may allocate an amount not to exceed ten percent (10%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

4.06 Cost Overruns.

The Developer shall be solely responsible for any Project costs in excess of those set forth in the Project Budget and shall hold the City harmless from any and all such costs.

4.07 Conditional Grant.

The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. Furthermore, after the issuance of the Certificate pursuant to Section 7.01, it shall be in D.P.D.'s sole discretion to make any payment pursuant to this Agreement upon and after the occurrence of any action described in Section 8.01(i) for which the Developer did not receive the prior written consent of the City. The payment of City Funds is subject to being terminated and/or reimbursed as provided in Section 12.

Section 5.

Conditions Precedent.

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

5.01 Project Budget.

D.P.D. must have approved the Project Budget.

5.02 Other Governmental Approvals.

The Developer must have secured all necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to D.P.D.. Such approvals shall include, without limitation, all building permits necessary for the Project; provided, however, that if the City agrees to close before construction commences, such building permits shall be secured prior to commencement of any such construction work.

5.03 Financing.

The Developer must have furnished proof reasonably acceptable to the City that it has Equity and Lender Financing, if any, to complete the Project. Any liens against the Property in existence at the Closing Date must have been subordinated to this Agreement pursuant to a Subordination Agreement in the form of (Sub)Exhibit J to be recorded, at the expense of the Developer, with the Recorder's Office of Cook County.

5.04 Acquisition And Title.

The Developer must have furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents. The Title Policy must be dated as of the Closing Date and contain only those title exceptions listed on (Sub)Exhibit F hereto and evidence the recording of this Agreement pursuant to the provisions of Section 8.13 hereof. The Title Policy must contain such endorsements as may be required by Corporation Counsel, including but not limited to an owner s comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. If the

Project involves any acquisition of real property, the Developer must have provided D.P.D. with documentation related to such acquisition.

5.05 Evidence Of Clean Title.

The Developer, at its own expense, must have provided the City with searches under (a) its name and (b) Solstice Holdings L.L.C., CalEast Solstice, LLC and CalEast Global Logistics, L.L.C. (collectively the "Related Entities") as follows:

Secretary of State	U.C.C. search
Secretary of State	Federal tax search
Cook County Recorder	U.C.C. search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
United States District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property, the Related Entities or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.06 Surveys.

The Developer must have furnished the City with three (3) copies of the Survey.

5.07 Insurance.

The Developer, at its own expense, must have insured the Property in accordance with (Sub)Exhibit L hereto, and delivered to D.P.D. actual policies or Accord Form 27 certificates evidencing the required coverages.

5.08 Opinion Of The Developer's Counsel.

On the Closing Date, the Developer must have furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit K with such changes as may be acceptable to Corporation Counsel.

5.09 Evidence Of Prior Expenditures.

The Developer must have provided evidence satisfactory to D.P.D. in its sole discretion of the Prior Expenditures.

5.10 Financial Statements.

The Developer must have provided D.P.D. with such financial statements as D.P.D. may reasonably require.

5.11 Documentation.

The Developer must have provided documentation to D.P.D., satisfactory in form and substance to D.P.D., with respect to the occupancy of the Property per Section8.05.

5.12 Environmental.

The Developer must have provided D.P.D. with copies of any existing phase I environmental audits completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. The Developer has provided a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.13 Corporate Documents: Economic Disclosure Statement.

The Developer must have provided a copy of its articles of incorporation containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and the State of Illinois; a secretary s certificate in such form and substance as the Corporation Counsel may require; by-laws and such other corporate documentation as the City has requested. The Developer must also have provided the City with an Economic Disclosure Statement dated as of the Closing Date.

5.14 Litigation.

The Developer must have provided to Corporation Counsel and D.P.D. a description of all pending or threatened litigation or administrative proceedings involving the Developer and the Property.

Section 6.

Agreements With Contractors And Construction Requirements.

In connection with the Project, the Developer shall comply with, and shall cause the general contractor and all subcontractors to comply with, the construction requirements set forth in (Sub)Exhibit D that are applicable to such parties. Such requirements are specific City requirements that must be satisfied and include, without limitation, wage, MBE/WBE utilization and City resident hiring requirements.

Section 7.

Completion Of Construction Or Rehabilitation.

7.01 Certificate Of Completion Of Construction Or Rehabilitation.

Upon completion of the of the Project in accordance with the terms of this Agreement and upon the Developer s written request, D.P.D. shall either issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project (exclusive of the covenant contained in Section 8.05 herein) in accordance with the terms of this Agreement or a written statement detailing the measures which must be taken in order to obtain the Certificate. D.P.D. may require a single inspection by an inspecting architect hired at the Developer s expense to confirm the completion of the Project. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02 Effect of Issuance Of Certificate: Continuing Obligations.

The Certificate relates only to the performance of the work associated with the Project improvements. After the issuance of a Certificate, however, all executory

terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 8.02. 8.05 and 8.14 as covenants that run with the land will bind any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee under Section 15.15 of this Agreement.

7.03 Failure To Complete.

If the Developer fails to complete the Project in accordance with the terms of this Agreement, no Certificate will ever be issued, and the City will have the right to terminate this Agreement. If this occurs, no City Funds will ever be paid to the Developer. In addition, if the Project s T.I.F.-Funded Improvements include any public improvements, the City will have the right (but not the obligation) to complete such public improvements and the Developer must immediately reimburse the City for all reasonable costs and expenses incurred in completing such public improvements.

7.04 Notice Of Expiration Of Term Of Agreement.

Upon the expiration of the Term of the Agreement, D.P.D. shall provide the Developer, at the Developer s written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

Section 8.

Covenants/Representations/Warranties Of The Developer.

8.01 General.

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

(a) the Developer is a Maryland real estate investment trust duly organized, validly existing, qualified to do business in Maryland and in Illinois, and licensed

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

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

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

(d) during the term of this Agreement, the Developer and any and all assignees thereof will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein, free and clear of all liens except for the Permitted Liens and such other matters as D.P.D. may consent to in writing;

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

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

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

(h) the Developer is not in default with respect to any agreement or instrument related to the borrowing of money to which the Developer is bound or for which the Property serves as collateral;

(i) any financial statements provided to the City are and will be, at the time of submittal, true, complete and correct in all material respects;

(j) prior to the issuance of the Certificate pursuant to Section 7.01, the Developer shall not directly or indirectly do any of the following without the prior written consent of D.P.D., which consent shall be in D.P.D.'s sole discretion: (1) be a party to any merger, liquidation or consolidation; (2) sell (including, without limitation, any sale and leaseback), transfer, convey or otherwise dispose of all or substantially all of its assets or any portion of the Property; (3) enter into any

transaction outside the ordinary course of Developer's business; or (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligation of any other person or entity if such action would materially adversely affect the ability of the Developer to fulfill its obligations under this Agreement;

(k) after the issuance of the Certificate pursuant to Section 7.01, the Developer shall provide written notice upon the occurrence of any event described in clause (j) above;

(l) the Developer has not entered into any transaction that would cause a material and detrimental change to its financial condition;

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

(n) the Property shall not be used for any Prohibited Use;

(o) neither the Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate",when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through shared ownership, a trust, a contract or otherwise; and

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

or beneficial interest in any Contractor of more than seven and five-tenths percent (7.5%) ("Subowners") and spouses and domestic partners of such Subowners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract (as defined below) is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

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

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order Number 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order Number 05-1.

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

If Developer intentionally violates this provision or Mayoral Executive Order Number 05-1 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

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

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

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

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

(B) neither party is married; and

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

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

(E) two (2) of the following four (4) conditions exist for the partners:

1. The partners have been residing together for at least twelve (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. a 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.

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

8.02 Covenant To Redevelop.

The Developer shall redevelop the Property in accordance with this Agreement and all exhibits attached hereto, the Redevelopment Plan, the T.I.F. Ordinances, the Project Budget and all amendments thereto, and all applicable federal, state and local laws, ordinances, rules, regulations, executive orders and codes. The covenants set forth in this section shall run with the land but shall be deemed satisfied and shall terminate when the City issues its Certificate for recording in the Recorder's Office of Cook County.

8.03 Use Of City Funds.

City Funds shall be used by the Developer solely to reimburse the Developer for its payment for the T.I.F.-Funded Improvements.

8.04 Bonds.

The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area; provided, however, that any such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto. If any such bonds are issued, the City may use the proceeds thereof to reimburse the Developer for any amounts remaining due under this Agreement.

8.05 Occupancy; Permitted Uses.

Developer shall cause to maintain an average minimum occupancy (the "Average Minimum Occupancy") of not less than (a) twenty-five percent (25%) of the net

leaseable square footage of the Project for the period ending on the last day of the month prior to the month of the one year anniversary of the issuance of the Certificate, and (b) fifty percent (50%) of the net leaseable square footage of the Project for every annual period thereafter until all City Funds have been paid hereunder (each a "Compliance Period"). Developer shall deliver a progress report detailing compliance with the Average Minimum Occupancy, including a list of tenants, their businesses and the number of employees (the "Occupancy Report") within forty-five (45) days after the end of each Compliance Period. A written request for an extension by the Developer to file the Occupancy Report may be granted for a period no more than thirty (30) additional days at the sole discretion of the Commissioner of D.P.D.. The Average Minimum Occupancy reported in any Occupancy Report refers to calculations of average occupancy at the Property over the twelve (12) month period of any Compliance Period. Developer shall cause the Property to be used in accordance with (Sub)Exhibit B and the Redevelopment Plan. The covenants contained in this Section 8.05 shall run with the land and be binding upon any transferee for the Term of the Agreement.

8.06 Arms-Length Transactions.

Except as provided for in Section 12.01, unless D.P.D. has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon D.P.D.'s request, prior to any such disbursement.

8.07 Conflict Of Interest.

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

8.08 Disclosure Of Interest.

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

8.09 Financial Statements.

The Developer shall provide D.P.D. with audited financial statements for each fiscal year within ninety (90) days of the close of such fiscal year and, at D.P.D.'s request, shall provide such interim unaudited financial statements as D.P.D. may require.

8.10 Insurance.

The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in (Sub)Exhibit L.

8.11 Non-Governmental Charges.

Except for the Permitted Liens, and subject to the next sentence, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

8.12 Compliance With Laws.

The Property and the Project are and shall be owned and operated in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes.

8.13 Recording And Filing.

The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County. If the Permitted Liens include any existing mortgages, such mortgagee must execute a subordination agreement in the form of (Sub)Exhibit J.

8.14 Real Estate Provisions; Governmental Charges.

Subject to the next paragraph, the Developer will pay when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project. "Governmental Charge" shall mean all federal, state,

county, City, or other governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project, including, but not limited to, general real estate taxes.

The Developer has the right, before any delinquency occurs, to contest any Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

8.15 Survival Of Covenants.

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

Section 9.

Environmental Matters.

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

Section 10.

Indemnification.

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an

"Indemnitee", and collectively, the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner directly or indirectly relating or arising out of this Agreement or the Project; provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 10 shall survive the termination of this Agreement.

Section 11.

Maintaining Records/Right To Inspect.

The Developer shall (a) comply with the requirements of paragraph H of (Sub)Exhibit D during the Term of the Agreement and cause the other applicable parties to comply with such requirements, and (b) upon three (3) business days' notice, permit any authorized representative of the City to have access to all portions of the Project and the Property during normal business hours to confirm the Developer's compliance with its obligations under this Agreement.

Section 12.

Default And Remedies.

12.01 Events Of Default.

The occurrence of any one or more of the following events, subject to the provisions of Section 12.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) with the exception of Section 12.04(a), the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

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

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) 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, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

(h) the dissolution of the Developer or the death of any natural person who owns a fifty percent (50%) or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the D.P.D.'s satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement;

(i) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns five percent (5%) or more ownership interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns such a material interest in the Developer, for any crime (other than a misdemeanor);

(j) prior to the issuance of the Certificate, the sale or transfer of all or a portion of the ownership interests of the Developer (except for transfers from the Developer to CenterPoint Realty Services Corporation and CenterPoint Mirvac, L.L.C., Solstice Holdings, L.L.C., CalEast Solstice, L.L.C., or CalEast Global Logistics, L.L.C. after submission to the City of sufficient disclosure in accordance with Chicago Municipal Code 2-154) without the prior written consent of the City;

(k) after the issuance of the Certificate, the sale or transfer of all or a portion of the ownership interests of the Developer without the prior written notice to the City; or

(l) the occurrence of any Reimbursement Event.

12.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy. However, the City shall not be entitled to recover any City Funds previously paid to the Developer unless the Event of Default involves a Reimbursement Event.

12.03 Curative Period.

In the event the Developer fails to perform any covenant or obligation or breaches any representation or warranty which the Developer is required to perform under this Agreement, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured. No such cure period, however, shall apply to Events of Default described in Section 12(e), (f), (g), (h) or (i), which defaults shall have the cure periods described therein, if any. In addition, no cure period shall apply to any Reimbursement Event.

12.04 Occupancy Default.

(a) While subject to the occupancy requirements of Section 8.05, if the Developer shall fail to (1) submit an Occupancy Report for any Compliance Period, or (2) maintain the Average Minimum Occupancy for a Compliance Period (each an "Occupancy Default"), then Developer shall receive no Installment for such Compliance Period. The Developer, however, shall be entitled to receive subsequent Installments for a Compliance Period so long as Developer is in compliance with the terms and conditions of this Agreement.

(b) If the Developer submits an Occupancy Report which describes an Occupancy Default, Developer shall (1) provide the D.P.D. with evidence, satisfactory to D.P.D., that it will achieve the Average Minimum Occupancy for the following Compliance Period, and (2) continue to deliver Occupancy Reports and maintain the Average Minimum Occupancy until the completion of the Term of the Agreement.

Section 13.

Mortgaging Of The Project.

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on (Sub)Exhibit F hereto. No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless it complies with the first sentence of Section 15.15 hereof.

Section 14.

Notice.

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

If To The City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with copies to:

City of Chicago
Department of Law
Finance and Economic Development Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

If To The Developer:

CenterPoint Properties Trust
1808 Swift Drive
Oak Brook, Illinois 60523-1501
Attention: General Counsel

with copies to:

Andrew Scott, Esq.
DLA Piper US, L.L.P.
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601-1293

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (c) shall be deemed received two (2) business days following deposit in the mail.

Section 15.

Miscellaneous.

15.01 Amendment.

This Agreement and the exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement (Sub)Exhibit A hereto without the consent of any party hereto, and D.P.D. may grant consents as explicitly provided for under certain sections of this Agreement. It is agreed that no material

amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 15.01 shall be defined as any deviation from the terms of the Agreement which operates to materially reduce the scope of the Project, to materially change the Project or business operations of the Developer at the Property, or increases the City Funds payable to the Developer.

15.02 Entire Agreement.

This Agreement (including each exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

15.03 Limitation Of Liability.

No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

15.04 Further Assurances.

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

15.05 Waiver.

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

15.06 Remedies Cumulative.

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

15.07 Disclaimer.

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

15.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

15.09 Counterparts.

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

15.10 Severability.

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

15.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances, and any bond ordinances relating to the Redevelopment Area, if any, such ordinance(s) shall prevail and control.

15.12 Governing Law.

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

15.13 Form Of Documents.

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

15.14 Approval.

Wherever this Agreement provides for the approval or consent of the City, D.P.D. or the Commissioner, or any matter is to be to the City's, D.P.D.'s or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, D.P.D. or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or D.P.D. in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

15.15 Assignment.

(a) Prior to the issuance of the Certificate, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City, which consent shall be in the City's sole discretion and which, if granted, maybe conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement.

(b) After the issuance of the Certificate, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without providing written notice thereof to the City, whereupon any payments made by the City shall be in its sole discretion and may be conditioned upon, among other things, the assignee s assumption of all of the Developer's obligations under this Agreement.

The foregoing limitations set forth in (a) and (b) above shall not prevent the Developer from collaterally assigning to a lender that is also providing financing for the Project the Developer's right to receive the payment of City Funds as security for such lender financing. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

15.16 Binding Effect.

This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run

to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

15.17 Force Majeure.

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

15.18 Public Benefits Program.

On or prior to the Closing Date, the Developer will undertake a public benefits program described in more detail in (Sub)Exhibit M.

15.19 Exhibits.

All of the exhibits attached hereto are incorporated herein by reference.

15.20 Business Economic Support Act.

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

15.21 Venue And Consent To Jurisdiction.

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

15.22 Costs And Expenses.

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

15.23 Business Relationships.

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

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

CenterPoint Properties Trust

By: _____

Its: _____

City of Chicago, acting by and through its Department of Planning and Development

By: _____
Lori T. Healey,
Commissioner

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of CenterPoint Properties Trust, a Maryland real estate investment trust (the "Developer"), 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 acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by the Board of Trustees of the Developer, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____.

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that Lori T. Healey, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____.

[Seal]

[(Sub)Exhibit "A" referred to in this CenterPoint Properties Trust Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "B", "C", "D", "E-1", "E-2", "F", "G", "H", "I", "J", "K", "L" and "M" referred to in this CenterPoint Properties Trust Redevelopment Agreement read as follows:

(Sub)Exhibit "B".
(To CenterPoint Properties Trust Redevelopment Agreement)

Description Of The Project.

The Project shall be completed in accordance with the plans and specifications

and the signage requirements described below, copies of which have been provided to D.P.D. and which are a part of the Construction Contract.

The Project consists of the rehabilitation of the existing industrial property located at 4201 West Victoria Street (the "Property"). Previously, the building serviced one user, Beltone Electronics Corporation ("Beltone"). The rehabilitation will consist of dividing the approximately one hundred thirty thousand (130,000) square feet of floor space into multiple industrial or manufacturing tenant space. The renovation will include interior wide demolition, resurfacing the parking lot, roof repairs, H.V.A.C. replacements and repairs, fire protection, exterior improvements, renovating existing loading docks, separating electrical and plumbing systems, landscaping and environmental remediation.

The Developer has negotiated with Beltone, the previous owner occupant, to lease thirty-six thousand five hundred seven (36,507) square feet for manufacturing. The lease is contingent upon CenterPoint Properties rehabilitating the Beltone space. The cost of these tenant improvements is approximately Five Hundred Ninety-seven Thousand Dollars ($597,000). Additionally, the Developer will market the remaining ninety-three thousand (93,000) square feet for lease to industrial and manufacturing tenants.

(Sub)Exhibit "C".
(To CenterPoint Properties Trust
Redevelopment Agreement)

Legal Description Of Property.

A part of Lots 8 and 9 in Cook's Subdivision of that part of the east half of fractional Section 3, Township 40 North, Range 13, East of the Third Principal Meridian, lying south of Indian Boundary line, which part of lots is more particularly described as follows:

beginning at the point of intersection of the east line of said Lot 8, with the north line of West Bryn Mawr Avenue (which north street line is the north line of the south 33.00 feet of said east half of fractional Section 3) and running; thence west along said north street line, a distance of 340.00 feet to its intersection with the west line of the east 1,512.81 feet of said east half of fractional Section 3; thence north along said west line of the east 1,512.81 feet (which west line is parallel with said east line of Lot 8), a distance of 707.77 feet to its intersection with the north line of the south 740.77 feet of said east half of fractional Section 3; thence east along said north line of the south 740.77 feet, a distance

of 340.00 feet to its intersection with said east line of Lot 8; and thence south along said east lot line, a distance of 707.77 feet to the point of beginning, in Cook County, Illinois.

(Sub)Exhibit "D".
(To CenterPoint Properties Trust Redevelopment Agreement)

Construction Requirements.

A. Construction Contract. Upon D.P.D.'s request, the Developer must provide D.P.D. with a certified copy of the construction contract, together with any modifications, amendments or supplements thereto, and upon D.P.D.'s request, a copy of any subcontracts.

B. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

C. Employment Profile. Upon D.P.D.'s request, the Developer, the General Contractor and all subcontractors must submit to D.P.D. statements of their respective employment profiles.

D. Prevailing Wage. The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this paragraph D.

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

(1) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

(3) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(4) Each Employer, in order to demonstrate compliance with the terms of this paragraph, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(5) Each Employer shall include the foregoing provisions of subparagraphs (1) through (4) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property,

so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(6) Failure to comply with the employment obligations described in this paragraph E shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

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

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

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

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

Weekly certified payroll reports (United States Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of D.P.D., the Superintendent of the Chicago Police Department, the

Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

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

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of noncompliance, it is agreed that one-twentieth of one percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 multiplied by such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

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

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

G. The Developer's M.B.E./W.B.E. Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(1) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "M.B.E./W.B.E." Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the M.B.E./W.B.E. Program to the extent contained in, and as qualified by, the provisions of this paragraph G, during the course of the Project, at least the following percentages of the M.B.E./W.B.E. Budget attached hereto as (Sub)Exhibit E-2 (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by M.B.E.s or W.B.E.s:

i. At least twenty-four percent (24%) by M.B.E.s.

ii. At least four percent (4%)by W.B.E.s.

(2) For purposes of this paragraph G only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

(3) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's M.B.E./W.B.E. commitment maybe achieved in part by the Developer's status as an M.B.E. or W.B.E. (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more M.B.E.s or W.B.E.s (but only to the extent of the lesser of (i) the M.B.E. or W.B.E. participation in such joint venture or (ii) the amount of any actual work performed on the Project by the M.B.E. or W.B.E.), by the Developer utilizing a M.B.E. or a W.B.E. as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more M.B.E.s or W.B.E.s, or by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by any combination of the foregoing. Those entities which constitute both a M.B.E. and a W.B.E. shall not be credited more than once with regard to the Developer's M.B.E./W.B.E. commitment as described in this paragraph G. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than the Project.

(4) Prior to the City's issuance of a Certificate, the Developer shall provide to D.P.D. a final report describing its efforts to achieve compliance with this

M.B.E./W.B.E. commitment. Such report shall include, inter alia, the name and business address of each M.B.E. and W.B.E. solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each M.B.E. or W.B.E. actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist D.P.D. in determining the Developer's compliance with this M.B.E./W.B.E. commitment. D.P.D. has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Project.

(5) Upon the disqualification of any M.B.E. or W.B.E. General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified M.B.E. or W.B.E. as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(6) Any reduction or waiver of the Developer's M.B.E./W.B.E. commitment as described in this paragraph G shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(7) Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of D.P.D. with regard to the Developer's compliance with its obligations under this paragraph G. During this meeting, the Developer shall demonstrate to D.P.D. its plan to achieve its obligations under this paragraph G, the sufficiency of which shall be approved by D.P.D.. During the Project, the Developer shall, upon the request of the monitoring staff of D.P.D., such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by D.P.D., upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

H. Books And Records. The Developer, the General Contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, General Contractor's and subcontractors' sworn statements, general

contracts, subontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

I. Incorporation In Other Contracts. The general contract and each subcontract shall include a rider incorporating paragraphs C, D, E(5) and H of this (Sub)Exhibit D and the insurance requirements in (Sub)Exhibit L. The general contract shall also incorporate in such rider Paragraphs F and G of this (Sub)Exhibit D.

[(Sub)Exhibit "E-2" referred to in this Construction Requirements constitutes (Sub)Exhibit "E-2" to CenterPoint Properties Trust Redevelopment Agreement and printed on page 104305 of this *Journal*.]

(Sub)Exhibit "E-1".)
(To CenterPoint Properties Trust Redevelopment Agreement)

Project Budget.

Uses	Amount
Land Acquisition	$4,055,000
Hard Costs:	
Rehabilitation	$1,887,600
Demolition/Site Preparation	335,000
Environmental Remediation	250,000
Parking Area/Private Street	70,000
On-Site Improvement/Landscaping	25,000
General Conditions	74,613

Uses	Amount
General Contractor Overhead/Profit	$ 61,735
Total Hard Costs	$2,703,948
Soft Costs:	
Environmental Studies	$ 62,000
Construction Period Taxes/Insurance, Permits	185,957
Professional Fees	89,500
Carry Costs	372,265
Marketing/Leasing Fees and Commissions	157,604
Project Contingency	100,000
Other Costs (due diligence)	20,000
Total Soft Costs (12.7% of total costs)	$ 987,326
TOTAL USES:	$7,746,274

(Sub)Exhibit "E-2".
(To CenterPoint Properties Trust Redevelopment Agreement)

M.B.E./W.B.E. Project Budget.

Hard Costs of Construction and related Soft Costs (Environmental Studies)	$2,663,713
Contingency	100,000*
TOTAL:	$2,763,713

* To the extent that the contingency monies are expended for the hard costs construction and related soft costs they will count towards the M.B.E./W.B.E. requirement.

(Sub)Exhibit "F".
(To CenterPoint Properties Trust Redevelopment Agreement)

Permitted Liens.

1. Liens or encumbrances against the Property:

   Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the date hereof, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2 Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any:

[To be completed by Developer's counsel, subject to City approval.]

(Sub)Exhibit "G".
(To CenterPoint Properties Trust Redevelopment Agreement)

Approved Prior Expenditures.

Expenditure	Cost
Land Acquisition	$4,055,000

(Sub)Exhibit "H".
(To CenterPoint Properties Trust Redevelopment Agreement)

Requisition Form.

State of Illinois)
)SS.
County of Cook)

The affiant, _____,_____ of CenterPoint Properties

Trust, a _____ (the "Developer"), hereby certifies that with respect to that certain _____ Redevelopment Agreement between the Developer and the City of Chicago dated _____ 20__ (the "Agreement"):

A. Expenditures (final cost) for the Project, in the total amount of $_____, have been made.

B. This paragraph B sets forth and is a true and complete statement of all costs of T.I.F. -Funded Improvements for the Project reimbursed by the City to date:

$_____,

C. The Developer requests reimbursement for the following cost of T.I.F. - Funded Improvements:

$_____,

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

3. The number of F.T.E.'s currently employed at the Property is _____.

4. The Developer has maintained its operations within the City of Chicago and is operating the Property for the same use and at substantially the same capacity as described in the Developer's T.I.F .application and/or the Redevelopment Agreement.

5. The financial statements for the Developer's most recently-concluded fiscal year are attached to this Requisition Form.

F. Attached hereto is a copy of the final approval of the Monitoring and Compliance Division of the Department of Housing with respect to M.B.E./W.B.E., City Resident hiring and prevailing wage matters. [Attach With First Requisition Form Only]

G. Attached hereto are copies of the front and back of the building permit for the work covered by the Project, and/or, if applicable, the certificate of occupancy for the Project. [Attach With First Requisition Form Only]

H. Attached hereto is a copy of the inspecting architect's confirmation of construction completion. [Attach with the First Requisition Form Only, If Requested By D.P.D.]

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

CenterPoint Properties Trust

By:_____
Name

Title: _____

Subscribed and sworn before me this ___ day of_____.

_____

My commission expires: _____

Agreed and Accepted:

_____
Name

Title:_____

City of Chicago
Department of Planning and Development

[Certificate referred to in this Requisition Form unavailable at time of printing]

(Sub)Exhibit "I".
(To CenterPoint Properties Trust
Redevelopment Agreement)

T.I.F.-Funded Improvements.

Line Item	Cost
Land Acquisition	$4,055,000
TOTAL:	$4,055,000*

(Sub)Exhibit "J".
(To CenterPoint Properties Trust
Redevelopment Agreement)

Form Of Subordination Agreement.

This subordination agreement ("Agreement") is made and entered into as of the ___ day of _____, _____ , between the City of Chicago by and through its Department of Planning and Development (the "City"), and [Name Lender], a [national banking association] (the "Lender").

Witnesseth.

Whereas, CenterPoint Properties Trust (the "Borrower") intends to undertake the redevelopment project described in (Sub)Exhibit 1 hereto (the "Project") with respect to certain property owned or leased by the Developer located within the Redevelopment Area and commonly known as 4201 West Victoria Street and legally

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* The maximum amount of City Funds provided to the Developer shall not exceed One Million Dollars ($1,000,000).

described on (Sub)Exhibit 2 (the "Property"). The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement. The Project will be carried out in accordance with this Agreement and the City of Chicago Peterson/Pulaski Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan; and

Whereas, [Insert Bank Name] ("Lender") and the Borrower have entered into a certain Loan Agreement dated as of _____ pursuant to which the Lender has agreed to make a loan to the Borrower in an amount not to exceed _____ (the "Loan"), which Loan is evidenced by a Mortgage Note and executed by the Borrower in favor of the Lender (the "Note"), and the repayment of the Loan is secured by, among other things, certain liens and encumbrances on the Property and other property of the Borrower pursuant to the following: (i) Mortgage dated _____ and recorded _____ as Document Number _____ made by the Borrower to the Lender; and (ii) Assignment of Leases and Rents dated _____ and recorded _____ as document number _____ made by the Borrower to the Lender (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents"); and

Whereas, The Developer desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement", referred to herein along with various other agreements and documents related thereto as the "City Agreements"); and

Whereas, Pursuant to the Redevelopment Agreement, the Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections 8.02, 8.05 and 8.14 of the Redevelopment Agreement (the "City Encumbrances"); and

Whereas, The City has agreed to enter into the Redevelopment Agreement with the Developer as of the date hereof, subject, among other things, to (a) the execution by the Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances; and

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and the Developer's ability to

make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

2. Notice Of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Under no circumstances shall the Developer or any third party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If To The City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

If To The Lender: _____

_____

_____

Attention: _____

with a copy to:

_____

_____

_____

Attention: _____

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

In Witness Whereof, This Subordination Agreement has been signed as of the date first written above.

[Lender], [a national banking association]

By: _____

Its: _____

City of Chicago

By: _____

Its: _____
Commissioner, Department of
Planning and Development

Acknowledged And Agreed To This
____ Day of _____, ____

CenterPoint Properties Trust,
a _____

By: _____

Its: _____

State of Illinois)
)SS.
County of Cook)

I, the undersigned, a notary public in and for the County and State aforesaid, do hereby certify that Lori T. Healey, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, she signed and delivered the said instrument pursuant to authority given to her as her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____.

[Seal]

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of [Lender], a _____, 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 acknowledged that he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

_____
Notary Public

My commission expires: _____.

[Seal]

[(Sub)Exhibits 1 and 2 referred to in this Subordination Agreement unavailable at time of printing.]

(Sub)Exhibit "K".
(To CenterPoint Properties Trust Redevelopment Agreement)

Opinion Of Developer's Counsel.

[To Be Retyped On The Developer's Counsel's Letterhead.]

_____, 20__.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to CenterPoint Properties Trust, a Maryland real estate investment trust (the "Developer"), in connection with the purchase of certain land (the "Property") and the construction of certain facilities thereon located in the Peterson/Pulaski Redevelopment Project Area (the: "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) CenterPoint Properties Trust Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

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

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

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of organization, has full power and authority to own and lease its properties and to carry on its business as presently conducted,

and is in good standing and duly qualified to do business under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

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

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

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

[5. (Sub)Exhibit A attached hereto (a) identifies each class of shares of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of shares of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the shares of the Developer. Each of the outstanding shares of the Developer is duly authorized, validly issued, fully paid and nonassessable.]

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

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

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

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

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

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

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

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

Very truly yours,

_____

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's Counsel unavailable at time of printing.]

(Sub)Exhibit "L".
(To CenterPoint Properties Trust Redevelopment Agreement)

Insurance Requirements.
(Revised February, 2002 Per J. Opoka)

A. Developer.

The Developer must provide and maintain at Developer's own expense during the term of the Agreement the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(1) Workers' Compensation And Employer's Liability -- Mandatory Coverage.

Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident or illness.

(2) Commercial General Liability (Primary And Umbrella) -- Mandatory Coverage.

Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury,

personal injury and property damage liability. Coverages must include the following: all premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

(3) All Risk Property -- Mandatory Coverage.

All Risk Property Insurance, including improvements and betterments, in the amount of full replacement value of the Property. The City of Chicago is to be named an additional insured on a primary, noncontributory basis during the term of the Agreement.

B. Developer Or Contractor.

The Developer must provide and maintain, or caused to be provided by Contractor, the following insurance during the Construction phase of the Project work:

(1) Workers' Compensation And Employer's Liability -- Mandatory Coverage.

Same as (A)(1) above, but with coverage limits of not less than Five Hundred Thousand Dollars ($500,000) each accident or illness.

(2) Commercial General Liability (Primary And Umbrella) -- Mandatory Coverage.

Same as (A)(2) above.

(3) Automobile Liability (Primary And Umbrella) -- Mandatory Coverage.

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(4) Railroad Protective Liability -- Specialized Coverage, As Applicable.

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations Contractor or

subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than Two Million Dollars ($2,000,000) per occurrence and Six Million Dollars ($6,000,000) in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

(5) Builders Risk -- Mandatory Coverage.

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

(6) Professional Liability -- Mandatory Coverage.

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

(7) Valuable Papers -- Mandatory Coverage.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(8) Contractors Pollution Liability -- Specialized Coverage, As Applicable.

When any work is performed which may cause a pollution exposure, Contractor's Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement scope of services with limits of not less than One Million Dollars ($1,000,000) per occurrence. When policies are renewed or

replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured.

C. Additional Requirements.

The Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any and all deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer.

The Developer agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The Developer expressly understands and agrees that any coverages and limits furnished by the Developer must in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents by law.

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

The required insurance must not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity in this Agreement given as a matter of law.

The Developer must require the Contractor to provide the insurance required herein, or Developer may provide the coverages for the Contractor. All Contractors

are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement.

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

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

(Sub)Exhibit "M".
(To CenterPoint Properties Trust
Redevelopment Agreement)

Public Benefits Program.

Developer shall make a donation made payable to the following Public Benefits Program or such other programs as determined by the City on the Closing Date in the amount listed below:

Program	Amount
Peterson Pulaski Industrial Council (to be used for landscaping within the Redevelopment Area)	$50,000

APPROVAL OF TAX INCREMENT FINANCING REDEVELOPMENT PLAN FOR ADDISON SOUTH REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of a redevelopment plan for the Addison South Tax Increment Financing Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq., as amended (the "Act"), for a proposed redevelopment project area to be known as the Addison South Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project attached hereto as Exhibit A (the "Plan"); and

WHEREAS, By authority of the Mayor and the City Council of the City (the "City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") and pursuant to Section 5/11-74.4-5(a) of the Act, the City's

Department of Planning and Development established an interested parties registry and, on September 7, 2006, published in a newspaper of general circulation within the City a notice that interested persons may register in order to receive information on the proposed designation of the Area or the approval of the Plan; and

WHEREAS, Notice of a public meeting (the "Public Meeting") was made pursuant to notices from the City's Commissioner of the Department of Planning and Development given on dates not less than fifteen (15) days before the date of the Public Meeting: (i) on October 11, 2006 by certified mail to all taxing districts having real property in the proposed Area and to all entities requesting that information that have taken the steps necessary to register to be included on the interested parties registry for the proposed Area in accordance with Section 5/11-74.4-4.2 of the Act, and (ii) with a good faith effort, on October 11, 2006 by regular mail to all residents and the last known persons who paid property taxes on real estate in the proposed Area (which good faith effort was satisfied by such notice being mailed to each residential address and the person or persons in whose name property taxes for the last proceeding year located in the proposed Area), which to the extent necessary to effectively communicate such notice, was given in English and in other languages; and

WHEREAS, The Public Meeting was held in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on October 26, 2006 at 7:00 P.M. at Windy City Field House, 2367 West Logan Boulevard, Chicago, Illinois 60647; and

WHEREAS, The Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act since December 1, 2006, being a date not less than ten days before the meeting of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 06-CDC-109 on December 12, 2006 fixing the time and place for a public hearing ("Hearing"), at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of the Plan (including the related eligibility report attached thereto as a exhibit and, if applicable, the feasibility study and the housing impact study) was sent by mail on December 18, 2006, which is within a reasonable time after the adoption by the Commission of Resolution 06-CDC-109 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located within seven hundred fifty feet of the boundaries of the Area (or, if applicable, were determined to be the seven hundred fifty residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, Due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to all taxing districts having property within the

Area and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on December 15, 2006, by publication in the *Chicago Sun-Times* on January 16, 2007 and January 23, 2007, and by certified mail to taxpayers within the Area on January 16, 2007; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on January 5, 2007 at 10:00 A.M., to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area, and other matters, if any, properly before it; and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on February 13, 2007; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 07-CDC-8 attached hereto as Exhibit B, adopted on February 13, 2007, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, The Corporate Authorities have reviewed the Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study), testimony from the Public Meeting and the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

SECTION 2. The Area. The Area is legally described in Exhibit C attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit D attached hereto and incorporated herein. The map of the Area is depicted on Exhibit E attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings as required pursuant to Section 5/11-74.4-3(n) of the Act.

a. the area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City whole; or

(ii) either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving the redevelopment project area is adopted, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty years;

d. within the Plan:

(i) as provided in Section 5/11-74.4-3(n)(5) of the Act, the housing impact study: a) includes data on residential unit-type, room type, unit occupancy, and racial and ethnic composition of the residents; and b) identifies the number and location of inhabited residential units in the Area that are to be or may be removed, if any, the City's plans for relocation assistance for those residents in the Area whose residences are to be removed, the availability of replacement housing for such residents and the type, location and, cost of the replacement housing, and the type and extent of relocation assistance to be provided;

(ii) as provided in Section 5/11-74.4-3(n)(7) of the Act, there is a statement that households of low-income and very low-income persons living in residential units that are to be removed from the Area shall be provided affordable housing and relocation assistance not less than that which would be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations under that Act, including the eligibility criteria.

SECTION 4. Approval Of The Plan. The City hereby approves the Plan pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Powers Of Eminent Domain. In compliance with Section 5/11-74.4-4(c) of the Act and with the Plan, the Corporation Counsel is authorized to negotiate for the acquisition by the City of parcels contained within the Area. In the event the Corporation Counsel is unable to acquire any of said parcels through negotiation, the Corporation Counsel is authorized to institute eminent domain proceedings to acquire such parcels. Nothing herein shall be in derogation of any proper authority.

SECTION 6. Invalidity Of Any Section. 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 remaining provisions of this ordinance.

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

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "E" referred to in this ordinance printed on page 104418 of this *Journal.*]

Exhibits "A", "B", "C" and "D" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Addison South T.I.F.
Redevelopment Plan And Project
November 2006.

This Plan Is Subject To Review And May Be Revised
After Comment And Public Hearing.

1.

Introduction.

This document presents a Tax Increment Redevelopment Plan and Project (the "Plan") under the requirements of the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (2004 State Bar Edition), as amended (the "Act") for

the Addison South T.I.F. Redevelopment Area located in the City of Chicago, Illinois (the "Project Area"). The Project Area is irregular in shape but encompasses certain properties in the area generally bounded by West Belmont Avenue, North Clybourn Avenue, North Leavitt Street, the Chicago River, Logan Boulevard, the Kennedy Expressway, North Campbell Avenue, North Elston Avenue and North Washtenaw Avenue.

More specifically, boundaries are the alley south of West Belmont Avenue, West Belmont Avenue and the 19th District Belmont Station/Area 3 Police Headquarters on the north; the alley northeast of North Clybourn Avenue, North Oakley Avenue, West Barry Avenue, the alley east of North Oakley Avenue, West Nelson Street, North Oakley Avenue, West Wellington Avenue, North Leavitt Street, West Oakdale Avenue, Lathrop Homes and the Chicago River to the east of the Chicago River and the Chicago River, North Oakley Avenue, West Diversey Parkway and North Western Avenue to the west of the Chicago River on the east; Logan Boulevard, North Western Avenue, the alley west of North Western Avenue, the alley south of West Diversey Avenue and the alley extended between North Western Avenue and North Maplewood Avenue, North Maplewood Avenue and industrial property immediately north of the Kennedy Expressway between North Maplewood Avenue and North Campbell Avenue on the south; and the Kennedy Expressway between North Campbell Avenue and North Talman Avenue, the alley north of West Diversey Avenue, North Campbell Avenue, North Elston Avenue, North Washtenaw Avenue, West Barry Avenue, the alley east of North Washtenaw Avenue and North Campbell Avenue on the west. The Project Area boundaries are delineated on Figure 1: Redevelopment Project Area Boundary Map in Appendix A and legally described in Appendix A.

The Project Area contains five hundred eighty-five (585) tax parcels and is approximately one hundred sixty-three (163) acres in size, including rights-of-way. Approximately fifty-six (56) acres of land are dedicated to streets, alleys, other public rights-of-way and the Chicago River, leaving one hundred seven (107) acres of net land area. The Project Area consists almost entirely of improved property.

The land-use pattern is predominately industrial with a mix of commercial, industrial and residential uses along both sides of the Chicago River. A total of four hundred forty (440) buildings were identified in the Project Area, of which four hundred twenty-two (422) or ninety-six percent (96%) are thirty-five (35) years of age or older;

This Plan responds to problem conditions within the Project Area and reflects a commitment by the City of Chicago (the "City") to improve and revitalize the Project Area. As described in this Plan, the Project Area has potential for new industrial, commercial, residential and mixed-use development. Certain public investments related to infrastructure and streetscape improvements are needed to prevent the Project Area from becoming blighted and enhance the Project Area as an industrial district and residential community with supportive commercial, public and institutional facilities.

The Plan summarizes the analyses and findings of Camiros, Ltd. and its subconsultants collectively the "Consultants") which, unless otherwise noted, are the responsibility of the Consultants. The City is entitled to rely on the findings and conclusions of this Plan in designating the Project Area as a redevelopment project area under the Act. The Consultants have prepared this Plan and the related eligibility study with the understanding that the City would rely on: 1) the findings and conclusions of the Plan and the related eligibility study in proceeding with the designation of the Project Area and the adoption and implementation of the Plan, and 2) the fact that the Consultants have obtained the necessary information to conclude that the Plan and the related eligibility study are in compliance with the Act.

The Plan presents certain conditions, research and analysis undertaken to document the eligibility of the Project Area for designation as an improved conservation area tax increment financing ("T.I.F.") district. The need for public intervention, goals and objectives, land use policies and other policy materials are presented in the Plan. The results of a study documenting the eligibility of the Project Area as a conservation area are presented in Appendix C: Eligibility Study (the "Study").

Tax Increment Financing.

In adopting the Act, the Illinois State Legislature found at Section 5/11-74.4-2(a) that:

> . . . there exist in many municipalities within this State blighted, conservation and industrial park conservation areas, as defined herein; that the conservation areas are rapidly deteriorating and declining and may soon become blighted areas if their decline is not checked . . . ;

and also found at Section 5/11-74.4-2(b) that:

> . . . in order to promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken. . . . The eradication of blighted areas and treatment and improvement of conservation areas and industrial park conservation areas by redevelopment projects is hereby declared to be essential to the public interest.

In order to use the tax increment financing technique, a municipality must first establish that the proposed redevelopment project area meets the statutory criteria for designation as a "blighted area," or a "conservation area". A redevelopment plan

must then be prepared which describes the development or redevelopment program intended to be undertaken to reduce or eliminate those conditions which qualified the redevelopment project area as a "blighted area" or "conservation area", or combination thereof and thereby enhance the tax bases of the taxing districts which extend into the redevelopment project area. The statutory requirements are set out at 65 ILCS 5/11-74.4-3, et seq.

The Act provides that, in order to be adopted, the Plan must meet the following conditions under 5/11-74.4-3(n):

(1) the redevelopment project area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the redevelopment plan; (2) there development plan and project conform to the comprehensive plan for the development ofthe municipality as a whole, or, for municipalities with a population of one hundred thousand (100,000) or more, regardless of when the redevelopment plan and project was adopted, the redevelopment plan and project either: (i) conforms to the strategic economic development or redevelopment plan issued by the designated planning authority of the municipality, or (ii) includes land uses that have been approved by the planning commission of the municipality; (3) the redevelopment plan establishes the estimated dates of completion of the redevelopment project and retirement of obligations issued to finance redevelopment project costs (which dates shall not be later than December 31 of the year in which the payment to the municipal treasurer as provided in Section 8 (b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the redevelopment project area is adopted); (4) in the case of an industrial park conservation area, also that the municipality is a labor surplus municipality and that the implementation of the redevelopment plan will reduce unemployment, create new jobs and by the provision of new facilities enhance the tax base of the taxing districts that extend into the redevelopment project area; and (5) if any incremental revenues are being utilized under Section 8 (a) (1) or 8 (a) (2) of this Act in redevelopment project areas approved by ordinance after January 1, 1986 the municipality finds (a) that the redevelopment project area would not reasonably be developed without the use of such incremental revenues, and (b) that such incremental revenues will be exclusively utilized for the development of the redevelopment project.

Redevelopment projects are defined as any public or private development projects undertaken in furtherance of the objectives of the redevelopment plan in accordance with the Act. The Act provides a means for municipalities, after the approval of a redevelopment plan and project, to redevelop blighted, conservation, or industrial park conservation areas and to finance eligible "redevelopment project costs" with incremental property tax revenues. "Incremental Property Tax" or "Incremental Property Taxes" are derived from the increase in the current equalized assessed

value ("E.A.V.") of real property within the redevelopment project area over and above the "Certified Initial E.A.V." of such real property. Any increase in E.A.V. is then multiplied by the current tax rate to arrive at the Incremental Property Taxes. A decline in current E.A.V. does not result in a negative Incremental Property Tax.

To finance redevelopment project costs, a municipality may issue obligations secured by Incremental Property Taxes to be generated within the redevelopment project area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following:

(a) net revenues of all or part of any redevelopment project;

(b) taxes levied and collected on any or all property in the municipality;

(c) the full faith and credit of the municipality;

(d) a mortgage on part or all of the redevelopment project; or

(e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Tax increment financing does not generate tax revenues. This financing mechanism allows the municipality to capture, for a certain number of years, the new tax revenues produced by the enhanced valuation of properties resulting from the municipality s redevelopment program, improvements and activities, various redevelopment projects, and the reassessment of properties. This revenue is then reinvested in the area through rehabilitation, developer subsidies, public improvements and other eligible redevelopment activities. Under tax increment financing, all taxing districts continue to receive property taxes levied on the initial valuation of properties within the redevelopment project area. Additionally, taxing districts can receive distributions of excess Incremental Property Taxes when annual Incremental Property Taxes received exceed principal and interest obligations for that year and redevelopment project costs necessary to implement the redevelopment plan have been paid and such excess Incremental Property Taxes are not otherwise required, pledged or otherwise designated for other redevelopment projects. Taxing districts also benefit from the increased property tax base after redevelopment project costs and obligations are paid.

The City authorized an evaluation to determine whether a portion of the City to be known as the Addison South T.I.F. Redevelopment Project Area qualifies for designation as a redevelopment project area under the provisions contained in the Act. If the Project Area so qualified, the City requested the preparation of a redevelopment plan for the Project Area in accordance with the requirements of the Act.

Addison South T.I.F. Redevelopment Project Area Overview.

The Project Area is approximately one hundred sixty-three (163) acres in size and includes five hundred eighty-five (585) contiguous parcels and public rights-of-way. The Project Area contains improved property with the tax parcels located on thirty-six (36) tax blocks.

In order to be designated as a conservation area, fifty percent (50%) or more of the buildings within the Project Area must be thirty-five (35) years of age or older. The Project Area contains four hundred forty (440) buildings, four hundred twenty-two (422) of which were built in 1971 or earlier, representing ninety-six percent (96%) of all buildings.

The Project Area is characterized by:

-- dilapidation;

-- obsolescence;

-- deterioration;

-- presence of structures below minimum code standards;

-- excessive vacancies;

-- excessive land coverage and overcrowding of structures and community facilities;

-- deleterious land-use or layout;

-- lack of community planning; and

-- lagging or declining equalized assessed valuation (E.A.V.)

As a result of these conditions, the Project Area is in need of revitalization, rehabilitation and redevelopment. In recognition of the unrealized potential of the Project Area, the City is taking action to facilitate its revitalization. The Project Area, as a whole, has not been subject to growth and development by private enterprise, especially with respect to industrial and commercial uses for which most of the land in the Project Area is zoned, and would not reasonably be anticipated to be redeveloped without adoption of the Plan.

The purpose of the Plan is to create a mechanism to allow for the revitalization and enhancement of existing commercial and industrial property, the redevelopment of obsolete uses and the improvement of the area's physical environment and

infrastructure. The redevelopment of the Project Area is expected to encourage economic revitalization within the community and the surrounding area.

The Eligibility Study, attached as Appendix C, concludes that property in the Project Area is experiencing deterioration and disinvestment. The analysis of conditions within the Project Area indicates that it is appropriate for designation as a conservation area under the Act. The Plan has been formulated in compliance with the provisions of the Act. This document is a guide to all proposed public and private actions in the Project Area.

2.

Project Area Description.

The Project Area is adjacent to the Western Avenue South T.I.F. and the Addison Corridor North T.I.F. districts as shown in Figure 2: Adjacent T.I.F. Districts in Appendix A. The Project Area includes only contiguous parcels and qualifies for designation as a conservation area under the Act. The proposed Project Area includes only that area that is anticipated to substantially benefit by the proposed redevelopment project improvements.

Community Context.

The Project Area includes portions of the North Center, Avondale and Logan Square Community areas. The Project Area includes land on both sides of the Chicago River between Belmont Avenue and Logan Boulevard, and between the Kennedy Expressway and Leavitt Street. The C.H.A.'s Lathrop Homes is located immediately to the east of the Project Area. The North Center portion of the Project Area is located east of the North Branch of the Chicago River. The portion of the Project Area north of West Diversey Avenue and west of the Chicago River is part of the Avondale Community Area. The balance of the Project Area is located in the Logan Square Community Area. The residential portions of the Project Area generally developed following the 1871 Chicago Fire.

As shown in Figure 3: Industrial Corridors in Appendix A, a significant portion of the Project Area falls within the Addison Industrial Corridor. Industrial uses have been concentrated along the north branch of the Chicago River for more than a century, beginning with a series of clay pits along Belmont Avenue. A variety of heavy industrial uses and food processing plants later moved to the sites along the Chicago River. Today, the industrial land-use mix found in the Project Area includes moving and storage companies, food and beverage distribution facilities, small manufacturers and commercial service establishments.

Current Land-Use And Zoning.

The majority of land in the Project Area is zoned for manufacturing use. Commercial and industrial uses continue to dominate the existing land-use pattern. However, because of strong residential demand in and around the Project Area, the land-use pattern on the edges is starting to shift toward a more residential land-use pattern.

The distribution of the various types of land-use in the Project Area is represented in Figure 4: Existing Land-Use, found in Appendix A. Current zoning generally reflects the pattern of existing land-use in the Project Area and is reflected in Figure 5: Existing Zoning in Appendix A.

Transportation Characteristics.

The Project Area lies between the North Elston Avenue and North Clybourn Avenue corridors with North Western Avenue running through the center of the Project Area. The Chicago River divides the Project Area diagonally and disrupts the typical Chicago street grid pattern. West Belmont Avenue and West Diversey Avenue are the only east/west streets that cross the Chicago River.

The Kennedy Expressway is located immediately west of the Project Area and forms a portion of the Project Area boundary. The Kennedy Expressway can be easily accessed via Diversey Avenue and Logan Boulevard.

Four (4) C.T.A. bus routes serve the Project Area. One of these is an express route that operates on a Monday through Friday schedule.

-- 49 Western -- operates at all times between West 79th Street and West Berwyn Avenue

-- X49 Western Express -- operates weekdays with limited stops, generally every half hour between approximately 6:00 A.M. and 7:00 P.M.

-- 76 Diversey -- operates between North Harlem Avenue and North Sheridan Road

-- 77 Belmont -- Operates between North Cumberland Avenue and North Halsted Street. Service between North Halsted Street and North Central Avenue operates at all times.

Community Facilities And Historic Resources.

Figure 6: Public Facilities in Appendix A highlights the public facilities located in the Project Area. The most significant of these is the 19th District Belmont

Station and Area 3 Police Headquarters facility located at West Belmont Avenue and North Western Avenue. There is also a Department of Streets and Sanitation facility located along the Chicago River on North Rockwell Street just south of West Belmont Avenue.

There are no parks or public schools located within the Project Area. Lane Tech High School and DeVry University Academy are located to the north of the Project Area. George Schneider Elementary School is located on North Hoyne Avenue, approximately one block east of North Clybourn Avenue. The largest park in the immediate vicinity of the Project Area is Hamlin Park that occupies the block bounded by West Barry Avenue, North Hoyne Avenue, North Damen Avenue and West Wellington Avenue. There is also a small park that serve Lathrop Homes immediately east of the Project Area.

There are two (2) buildings within the Project Area that were documented in the Chicago Landmarks Historic Resources Survey (C.H.R.S.). A residential building at 2233 West Wellington Avenue is coded OR and identified as possessing potentially significant architectural or historical features. A manufacturing building, historically known as the Chicago Printed String Company Building and located at the intersection of West Logan Boulevard and North Elston Avenue is also rated as OR and has a roof tank water tank. It is being preserved as part of a planned development for the site. In addition, the former Cooper Lamp factory at 2533 -- 2537 West Diversey Avenue is in the process of being nominated to the National Register of Historic Places and is being considered for Chicago Landmark designation. The Cooper Lamp building is a visual landmark along the Kennedy Expressway and a significant surviving industrial building that is representative of the industrial heritage of Chicago's northwest side.

3.

Eligibility Of The Project Area For Designation As A Redevelopment Project Area.

The Project Area on the whole has not been subject to significant growth and development through investment by private enterprise that is consistent with current zoning and established land-use policies. Based on the conditions present, the Project Area is not likely to be comprehensively or effectively developed without the adoption of the Plan. Between June and September, 2006, studies were undertaken to establish whether the proposed Project Area is eligible for designation as a "blighted area" or "conservation area" in accordance with the requirements of the Act. This analysis concluded that the Project Area qualifies for designation as a redevelopment project area in accordance with the definitions contained in the Act.

In order to be designated as a conservation area, fifty percent (50%) or more of the buildings within the Project Area must be thirty-five (35) years of age or older. The vast majority of buildings are more than thirty-five (35) years of age, with ninety-six percent (96%) having been built in 1971 or before. Once the age requirement has been met, the presence of three (3) of the thirteen (13) conditions stated in the Act is required for designation of improved property as a conservation area. These conditions must be meaningfully present and reasonably distributed within the Project Area. Of the thirteen (13) conditions cited in the Act for improved property, five (5) conditions are present within the Project Area to a major extent. Each of these conditions is reasonably distributed within the Project Area. The following conditions have been used to establish eligibility for designation as a conservation area:

-- Obsolescence.

-- Deterioration.

-- Excessive land coverage and overcrowding of structures and community facilities.

-- Lack of community planning.

-- Lagging or declining equalized assessed value.

Four (4) additional conditions are present to a more limited extent within the Project Area. These are:

-- Dilapidation.

-- Structures below minimum code standards.

-- Excessive vacancies.

-- Deleterious land-use or layout.

These conditions were not used to establish eligibility of the Project Area for designation as a conservation area, but help to illustrate the need for public intervention to prevent the Project Area from becoming blighted. For more details on the basis for eligibility, refer to Appendix C -- Eligibility Study.

Need For Public Intervention.

The analysis of conditions within the Project Area included an evaluation of construction activity between 2000 and 2004. Table 1 -- Building Permit Activity

summarizes private construction activity within the Redevelopment Project Area by year and project type.

Table 1.

Building Permit Activity (2000 -- 2004)

	2000	2001	2002	2003	2004	Total
Construction Value						
New Construction	$1,013,400	$ 107,799	$ 739,990	$1,534,686	$6,005,000	$ 9,400,875
Rehab/Repairs	16,100	650,000	1,624,880	1,623,500	59,900	3,974,380
Additions	0	70,500	65,000	200,000	0	335,500
Demolition	4,000	1,272,985	109,000	0	163,000	1,548,985
TOTAL:	$1,033,500	$2,101,284	$2,538,870	$3,358,186	$6,227,900	$15,259,740
Number of Permits Issued						
New Construction	4	3	7	5	3	22
Rehab/Repairs	4	2	8	9	6	29
Additions	0	2	1	1	0	4
Demolition	1	4	3	0	1	9
TOTAL:	9	11	19	15	10	64

Source: City of Chicago, Department of Buildings, Chicago Area Housing

During this five (5) year period, a total of sixty-four (64) building permits were issued for property within the Project Area. In analyzing the building permit activity, it should be recognized that a certain level of activity occurs merely to address basic maintenance needs, which appears to account for around twenty-six percent (26%) of the construction activity. Demolition represented approximately ten percent (10%) of permit value and One Million Five Hundred Forty-eight Thousand Nine Hundred Eighty-five Dollars ($1,548,985) in spending.

New construction accounted for approximately Nine Million Four Hundred Thousand Dollars ($9,400,000) in spending, which represents sixty-one and six-tenths percent (61.6%) of total construction spending in the Project Area between

2000 and 2004. Of this new construction, Two Million Five Hundred Thousand Dollars ($2,500,000) was spent on just three (3) residential projects consisting of four (4) and eight (8) flat buildings. This represents an average permit value of Five Hundred Sixty-six Thousand Dollars ($566,000). Far more permits for non-residential projects were issued, with seventeen (17) permits being issued with an average value of Four Hundred Fifty-three Thousand Dollars ($453,000). These figures suggest that new, high-value housing is the predominant construction category in the Project Area. Evidence of the need for public intervention to stabilize the Project Area as an employment center is reflected by the lack of industrial investment in the Project Area.

Given the number of buildings in the Project Area that are economically or functionally obsolete, a significantly higher level of investment and redevelopment in the Project Area is needed to prevent the Project Area's decline as an industrial center. Clearly, the lack of development is not being resolved through private-sector investment, and a continuation of this minimal level of private investment may exacerbate deterioration and other blighting conditions within the Project Area including obsolescence, deterioration and deleterious land-use and layout. There is little incentive for industrial developers to initiate new projects in the Project Area or make major investments without public financial assistance including the use of tax increment financing.

4.

Redevelopment Plan Goals And Objectives.

The proposed Plan is consistent with City plans for the Project Area. The land uses conform to those approved by the Chicago Planning Commission and to recent City-sponsored plans for the area. The following goals and objectives are provided to guide development in the Project Area.

General Goals:

-- Provide for the orderly transition from obsolete uses to economically sustainable land development patterns.

-- Create an attractive environment that encourages new industrial and commercial development and increases the tax base of the Project Area.

-- Encourage redevelopment on parcels that are underutilized and vacant.

-- Reduce or eliminate deleterious conditions within the Project Area.

-- Improve public facilities and amenities.

-- Increase the supply of affordable housing (for-sale and rental).

Redevelopment Objectives.

-- Encourage private investment, especially improvements to industrial and commercial property within the Project Area.

-- Upgrade the industrial infrastructure to better meet the needs of current and future employers.

-- Direct development activities to appropriate locations within the Project Area in accordance with the land-use plan and general land-use strategies.

-- Encourage rezoning of obsolete zoning classifications to facilitate development of underutilized property for uses that have demonstrated market support and that are consistent with the City's industrial development policies.

-- Encourage new residential construction only in appropriate locations and rehabilitation of deteriorated residential buildings where practical and consistent with City land-use policy.

-- Encourage the preservation and reuse of historic buildings when possible, including those documented in the Chicago Historic Resources Survey.

Design Objectives.

-- Create an attractive setting that can attract new industrial users to the Project Area. Enhance the appearance of arterial streets within the Project Area through streetscape improvements.

-- Encourage development of appropriately scaled commercial, residential and mixed-use buildings.

-- Encourage increased use of public transit through pedestrian-friendly design, while also improving vehicular movement and ensuring that parking is adequate to meet current and future development needs.

5.

Redevelopment Plan.

The City proposes to achieve the Plan's goals through the use of public financing

techniques, including tax increment financing, and by undertaking some or all of the following actions:

Property Assembly And Site Preparation.

To meet the goals and objectives of the Plan, the City may acquire and assemble property throughout the Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain, through the Tax Reactivation Program or other programs and may be for the purpose of: (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of the Plan.

Intergovernmental And Redevelopment Agreements.

The City may enter into redevelopment agreements or intergovernmental agreements with private entities or public entities to construct, rehabilitate, renovate or restore private or public improvements on one or several parcels (collectively referred to as "Redevelopment Projects"). Such redevelopment agreements may be needed to: support the rehabilitation or construction of allowable private improvements, in accordance with the Plan; incur costs or reimburse developers for other eligible redevelopment project costs as provided in the Act in implementing the Plan; and provide public improvements and facilities which may include, but are not limited to utilities, street closures, transit improvements, streetscape enhancements, signalization, parking and surface right-of-way improvements.

Terms of redevelopment as part of this redevelopment project may be incorporated in appropriate redevelopment agreements. For example, the City may agree to reimburse a developer for incurring certain eligible redevelopment project costs under the Act. Such agreements may contain specific development controls as allowed by the Act.

Affordable Housing.

The City requires that developers who receive T.I.F. assistance for market-rate housing set aside twenty percent (20%) of the units to meet affordability criteria

established by the City's Department of Housing, or any successor agency. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than one hundred percent (100%) of the area median income and affordable rental units should be affordable to persons earning no more than sixty percent (60%)of the area median income.

Job Training.

To the extent allowable under the Act, job training costs may be directed toward training activities designed to enhance the competitive advantages of the Project Area and to attract additional employers to the Project Area. Working with employers and local community organizations, job training and job readiness programs may be provided that meet employers' hiring needs, as allowed under the Act. A job readiness/training program is a component of the Plan. The City expects to encourage hiring from the community that maximizes job opportunities for Chicago residents.

Relocation.

Relocation assistance may be provided to facilitate redevelopment of portions of the Project Area and to meet other City objectives. Businesses or households legally occupying properties to be acquired by the City may be provided with relocation advisory and financial assistance as determined by the City.

In the event that the implementation of the Plan results in the removal of residential housing units in the Project Area occupied by low-income households or very low-income households or the displacement of low-income households or very low-income households from such residential housing units, such households shall be provided affordable housing and relocation assistance not less than that which should be provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and regulations thereunder, including the eligibility criteria. Affordable housing may be either existing or newly constructed housing. The City shall make a good faith effort to ensure that this affordable housing is located in or near the Project Area.

As used in the above paragraph "low-income households", "very low-income households" and "affordable housing" shall have the meanings set forth in Section 3 of the Illinois Affordable Housing Act, 310 ILCS 65/3. As of the date of this Plan, these statutory terms are defined as follows: (i) "low-income household" means a single person, family or unrelated persons living together whose adjusted income is more than fifty percent (50%) but less than eighty percent (80%) of the median income of the area of residence, adjusted for family size, as such adjusted income and median income are determined from time to time by the United States Department of Housing and Urban Development ("H.U.D.") for purposes of

Section 8 of the United States Housing Act of 1937; (ii) "very low-income household" means a single person, family or unrelated persons living together whose adjusted income is not more than fifty percent (50%) of the median income of the area of residence, adjusted for family size, as so determined by H.U.D.; and (iii) "affordable housing" means residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent (30%) of the maximum allowable income for such households, as applicable.

Analysis, Professional Services And Administrative Activities.

The City may undertake or engage professional consultants, engineers, architects, attorneys, and others to conduct various analyses, studies, administrative or legal services to establish, implement and manage the Plan.

Provision Of Public Improvements And Facilities.

Adequate public improvements and facilities may be provided to service the Project Area. Public improvements and facilities may include, but are not limited to, street closures to facilitate assembly of development sites, upgrading streets, signalization improvements, provision of streetscape amenities, parking improvements and utility improvements.

Financing Costs Pursuant To The Act.

Interest on any obligations issued under the Act accruing during the estimated period of construction of the redevelopment project and other financing costs may be paid from the incremental tax revenues pursuant to the provisions of the Act.

Interest Costs Pursuant To The Act.

Pursuant to the Act, the City may allocate a portion of the incremental tax revenues to pay or reimburse developers for interest costs incurred in connection with redevelopment activities in order to enhance the redevelopment potential of the Project Area.

6.

Redevelopment Project Description.

The Plan seeks to encourage improving the viability of existing industrial and commercial uses. The Plan recognizes that new investment in industrial,

commercial and mixed-use property is needed to improve and revitalize the Project Area. Residential infill development on underutilized property will be discouraged within the portions of the Addison Industrial Corridor that are included in the Project Area.

In certain cases, attracting new private investment may require the redevelopment of existing properties. Infrastructure improvements will stress projects that will serve and benefit the Project Area and surrounding development. A comprehensive program of aesthetic enhancements may include streetscape improvements, facade renovations and compatible new development in keeping with current development standards. The components will create the quality environment required to sustain the revitalization of the Project Area.

Based on this assessment, the goals of the redevelopment projects to be undertaken in the Project Area are to: 1) rehabilitate and expand industrial uses within the Project Area; 2) redevelop outdated and obsolete residential and commercial properties into more appropriate commercial and mixed-use development that will conform to current zoning and development standards; and 3) encourage appropriate infill development on vacant and underutilized land. The major physical improvement elements anticipated as a result of implementing the proposed Plan are outlined below.

Industrial Rehabilitation And Expansion.

Much of the Project Area lies within the Addison Industrial Corridor. Most of the current industrial buildings are well over thirty-five (35) years of age and are in need of substantial rehabilitation or replacement to allow them to be adapted to modem manufacturing, distribution and other employment-based uses. Additional employee parking is also needed, which could be accommodated through the redevelopment of marginal and incompatible uses.

Residential And Commercial Mixed-Use Development.

There are limited opportunities for the redevelopment of obsolete residential and commercial properties along arterial streets within the Project Area for new mixed-use developments. Such development sites create opportunities to expand the supply of affordable housing and provide commercial spaces that meet the requirements of contemporary retailers.

Public Improvements.

Improvement to public infrastructure and facilities are needed to complement and attract private sector investment. Infrastructure improvements may include:

-- improvement of streetscape conditions to support redevelopment;

-- replatting and assembly of smaller lots to provide appropriate development sites;

-- improvement of other public facilities that meet the needs of the community; and

-- utility improvements to serve the Project Area.

7.

General Land-Use Plan And Map.

Figure 7: General Land-Use Plan, in Appendix A, identifies land uses expected to result from implementation of the Plan. The land-use categories planned for the Project Area are: 1) industrial mixed-use, and 2) commercial, industrial, residential and institutional mixed-use. The General Land-Use Plan allows for a prudent level of flexibility in land-use policy to respond to future market forces. This is accomplished through the two (2) mixed-use land-use categories. The General Land-Use Plan is intended to provide a guide for future land-use improvements and developments within the Project Area.

The land uses proposed for the Project Area are consistent with the redevelopment goals of this Plan and existing zoning. The General Land-Use Plan is intended to serve as a broad guide for land-use and redevelopment policy. The Plan is general in nature to allow adequate flexibility to respond to shifts in the market and private investment. A more specific discussion of the proposed uses within the Project Area is outlined below.

Industrial Mixed-Use.

Most of the land in the Project Area is currently zoned for manufacturing and industrial use. This land-use category is intended to promote appropriately scaled industrial infill development on available vacant land and rehabilitation and reinvestment in existing industrial property within the Addison Industrial Corridor. Retention of viable industrial uses, especially those that provide jobs for residents of the Project Area is contemplated within the scope of this land-use designation. This land-use category does not contemplate the elimination of legal non-conforming residential units.

Commercial, Industrial, Residential And Institutional Mixed-Use.

This land-use category includes a full range of residential, commercial, industrial,

public and institutional uses. Institutional uses may include churches, schools and public facilities such as police, fire and library facilities, consistent with underlying zoning. This land-use category encompasses the broad range of zoning districts found within the Project Area.

These land-use strategies are intended to direct development toward the most appropriate land-use patten for the various portions of the Project Area and enhance the overall development of the Project Area in accordance with the goals and objectives of the Plan. Locations of specific uses, or public infrastructure improvements, may vary from the General Land-Use Plan as a result of more detailed planning and site design activities. Such variations are permitted without amendment to the Plan as long as they are consistent with the Plan's goals and objectives and the land uses and zoning approved by the Chicago Plan Commission.

8.

Redevelopment Plan Financing.

Tax increment financing is an economic development tool designed to facilitate the redevelopment of blighted areas and to arrest decline in areas that may become blighted without public intervention. It is expected that tax increment financing will be an important means, although not necessarily the only means, of financing improvements and providing development incentives in the Project Area throughout its twenty-three (23) year life.

Tax increment financing can only be used when private investment would not reasonably be expected to occur without public assistance. The Act sets forth the range of public assistance that may be provided.

It is anticipated that expenditures for redevelopment project costs will be carefully staged in a reasonable and proportional basis to coincide with expenditures for redevelopment by private developers and the projected availability of tax increment revenues.

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Plan (the "Redevelopment Project Costs" or "Project Budget").

In the event the Act is amended after the date of the approval of this Plan by the Chicago City council to: a) include new eligible redevelopment project costs, or b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that

may be paid under 65 ILCS 5/11-74.4-3(q)(11)), this Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as Redevelopment Project Costs under the Plan, to the extent permitted by the Act. In the event of such amendment(s) to the Act, the City may add any new eligible redevelopment project costs as a line item in Table 2: Estimated Redevelopment Project Costs or otherwise adjust the line items in Table 2 without amendment to this Plan, to the extent permitted by the Act. In no instance, however, shall such additions or adjustments result in any increase in the total Redevelopment Project Costs without a further amendment to this Plan.

Eligible Project Costs.

Redevelopment project costs include the sum total of all reasonable, or necessary, costs incurred, or estimated to be incurred, and any such costs incidental to the Plan pursuant to the Act. Eligible costs may include, without limitation, the following:

1. Professional services including: costs of studies and surveys, development of plans and specifications, implementation and administration of the Plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluded lobbying expenses), provided however, that no charges for professional services may be based on a percentage of the tax increment collected and the terms of such contracts do not extend beyond a period of three (3) years. Redevelopment project costs may not include general overhead or administrative costs of the City that would still have been incurred if the City had not designated a redevelopment project area or approved a redevelopment plan.

2. The cost of marketing sites within the Project Area to prospective businesses, developers and investors.

3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land.

4. Costs of rehabilitation, reconstruction, repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the cost of replacing an existing public building, if pursuant to the implementation of a redevelopment project, the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment.

5. Costs of the construction of public works or improvements, subject to the limitations in Section 11-74.4-3(q)(4) of the Act.

6. Costs of job training and retraining projects including the cost of "welfare-to-work" programs implemented by businesses located within the Project Area and such proposals featuring a community-based training program which ensures maximum reasonable employment opportunities for residents of the Project Area with particular attention to the needs of those residents who have previously experienced inadequate opportunities and development of job-related skills, including residents of public and other subsidized housing and people with disabilities.

7. Financing costs, including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and, which may include payment of interest on any obligations issued thereunder, including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto.

8. To the extent the City by written agreement accepts and approves the same, all, or a portion, of a taxing district's capital costs resulting from the redevelopment project necessarily incurred, or to be incurred, in furtherance of the objectives of the Plan.

9. Relocation costs, to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by state or federal law or in accordance with the requirements Section 74.4-3(n)(7) of the Act.

10. Payment in lieu of taxes, as defined in the Act.

11. Costs of job training, retraining, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts provided that such costs: (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by

community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a.

12. Interest costs incurred by a developer related to the construction, renovation or rehabilitation of a redevelopment project provided that:

    (a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;

    (b) such payments in any one year may not exceed thirty percent (30%) of the annual interest costs incurred by the developer with regard to the redevelopment project during that year;

    (c) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;

    (d) the total of such interest payments paid pursuant to the Act may not exceed thirty percent (30%) of the total: (i) cost paid or incurred by the developer for such redevelopment project, plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and

    (e) up to seventy-five percent (75%) of the interest cost described in subsections (b) and (d) above incurred by a developer for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.

13. An elementary, secondary or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided for in the Act.

14. Instead of the eligible costs provided for in 12(b), 12(d) and 12(e) above, the City may pay up to fifty percent (50%) of the cost of construction, renovation and/or rehabilitation of all low-income and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low-income and very low-income households, only the low-income and very low-income households shall be eligible for benefits under the Act.

15. The cost of day care services for children of employees from low-income families working for businesses located within the Project Area and all or a portion of the cost of operation of day care centers established by Project Area businesses to serve employees from low-income families working in businesses located in the Project Area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed eighty percent (80%) of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development (H.U.D.).

Unless explicitly provided in the Act, the cost of constructing new privately-owned buildings is not an eligible redevelopment project cost.

If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01, et seq., then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the Project Area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

Estimated Project Costs.

A range of activities and improvements may be required to implement the Plan. The proposed eligible activities and their estimated costs over the life of the Project Area are briefly described below and also shown in Table 2: Estimated Redevelopment Project Costs.

1. Professional services including planning, legal, surveys, real estate marketing costs, fees and other related development costs. This budget element provides for studies and survey costs for planning and implementation of the project, including planning and legal fees, architectural and engineering, development site marketing, and financial and special service costs. (Estimated cost: Two Hundred Fifty Thousand Dollars ($250,000)).

2. Property assembly costs, including acquisition of land and other property, real or personal, or rights or interests therein, and other appropriate and eligible costs needed to prepare the property for redevelopment. These costs may include the reimbursement of acquisition costs incurred by private developers. Land acquisition may include acquisition of both improved and vacant property in order to create development sites, accommodate public rights-of-way or to provide other public facilities needed to achieve the goals and objectives of the Plan. Property assembly costs also include: demolition of existing improvements, including

clearance of blighted properties or clearance required to prepare sites for new development, site preparation, including grading, and other appropriate and eligible site activities needed to facilitate new construction, and environmental remediation costs associated with property assembly which are required to render the property suitable for redevelopment. (Estimated cost: Twenty-five Million Dollars ($25,000,000)).

3. Rehabilitation, reconstruction, repair or remodeling of existing public or private buildings and fixtures. (Estimated cost: Twenty-five Million Dollars ($25,000,000)).

4. Construction of public works and improvements, including streets and utilities, parks and open space, and public facilities such as schools and other public facilities. These improvements are intended to improve access within the Project Area, stimulate private investment and address other identified public improvement needs, and may include all or a portion of a taxing district's eligible costs, including increased costs of the Chicago Public Schools attributable to assisted housing units within the Project Area in accordance with the requirements of the Act. (Estimated cost: Sixty Million Dollars ($60,000,000)).

5. Relocation costs, as judged by the City to be appropriate or required to further implementation of the Plan. (Estimated cost: Two Hundred Fifty Thousand Dollars ($250.000)).

6. Costs of job training and retraining projects, advanced vocational education, welfare-to-work, or career education, as provided for in the Act. (Estimated cost: Four Million Dollars ($4,000,000)).

7. Provision of day care services as provided in the Act. (Estimated cost: Five Hundred Thousand Dollars ($500,000)).

8. Interest subsidy or other financing costs associated with redevelopment projects, pursuant to the provisions of the Act. (Estimated cost: Ten Million Dollars ($10,000,000)).

The estimated gross eligible project cost over the life of the Project Area is One Hundred Twenty-five Million Dollars ($125,000,000). All project cost estimates are in 2006 dollars. Any bonds issued to finance portions of the redevelopment project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with issuance of such obligations, as well as to provide for capitalized interest and reasonably required reserves. The total project cost figure excludes any costs for the issuance of bonds. Adjustments to estimated line items,

which are upper estimates for these costs, are expected and may be made without amendment to the Plan.

Table 2.

Estimated Redevelopment Project Costs.

Eligible Expense	Estimated Costs
Analysis, Administration, Studies, Surveys, Legal, Marketing, et cetera	$ 250,000
Property Assembly including Acquisition, Site Prep and Demolition, Environmental Remediation	25,000,000
Rehabilitation of Existing Buildings, Fixtures and Leasehold Improvements, Affordable Housing Construction and Rehabilitation Cost	25,000,000
Public Works and Improvements, including streets and utilities, parks and open space, public facilities (schools and other public facilities)[1]	60,000,000
Relocation Costs	250,000
Job Training, Retraining, Welfare-to-Work	4,000,000
Day Care Services	500,000

(1) This category may also include paying for or reimbursing (i) an elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the redevelopment of the Project Area. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all, or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Plan.

Eligible Expense	Estimated Costs
Interest Subsidy 10,000,000	
TOTAL REDEVELOPMENT COST:[2][3]	$125,000,000[4]

Additional funding from other sources such as federal, state, county or local grant funds may be utilized to supplement the City's ability to finance Redevelopment Project Costs identified above.

Sources Of Funds.

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived principally from Incremental Property Taxes. Incremental real property tax revenue is attributable to the increase in the current equalized assessed value of each taxable lot, block, tract or parcel of real property in the Project Area over and above the initial equalized assessed value of each such property in the Project Area.

Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, state and federal grants, investment income, private financing and other legally permissible funds as the City may deem appropriate. The City may incur Redevelopment Project Costs (costs for line items listed on Table 2: Estimated Redevelopment Project Costs) which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed for such costs from incremental taxes. Also, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

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(2) Total Redevelopment Project Costs exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Redevelopment Project Costs.

(3) The amount of the Total Redevelopment Project Costs that can be incurred in the Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Project Area only by a public right-of-way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Project Ares which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Project Area only by a public right-of-way.

(4) Increases in estimated Total Redevelopment Project Costs of more than five percent (5%), after adjustment for inflation from the date of the Plan adoption, are subject to the Plan amendment procedures as provided under the Act.

Additionally, the City may utilize revenues, other than State sales tax increment revenues, received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received.

The Project Area may be contiguous to, or be separated only by a public right-of-way from, other redevelopment project areas created under the Act. The City may utilize net incremental property taxes received from the Project Area to pay eligible project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in the Plan.

Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.61-1, et seq.). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas, or those separated only by a public right-of-way, are interdependent with those of the Project Area, the City may determine that it is in the best interests of the City, and in furtherance of the purposes of the Plan, that net revenues from the Project Area be made available to support any such redevelopment project areas and vice versa. The City therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas, and vice versa. Such revenues may be transferred or loaned between the Project Area and such areas. The amount of revenue from the Project Area made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, or other areas described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Table 2: Estimated Redevelopment Project Costs.

Development of the Project Area would not be reasonably expected to occur without the use of the incremental revenues provided by the Act. Redevelopment project costs include those eligible project costs stated in the Act. Tax increment financing or other public sources will be used only to the extent needed to secure commitments for private redevelopment activity or meet identified public improvement needs.

Issuance Of Obligations.

The City may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation,

the City may pledge its full faith and credit through the issuance of general obligation bonds. Additionally, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs and implement the Plan shall be retired not later than December 31 of the year in which the payment to the City Treasurer, as provided by the Act, is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the Project Area is adopted (i.e. assuming City Council approval of the Project Area and Plan in 2007, by 2031). The final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issuance. One or more series of obligations may be sold at one or more times in order to implement the Plan. The City may also issue obligations to a developer as reimbursement for project costs incurred by the developer on behalf of the City. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled and/or early retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, and are not otherwise required, pledged, earmarked or otherwise designated for the payment of Redevelopment Project Costs, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

Most Recent Equalized Assessed Valuation.

The purpose of identifying the most recent equalized assessed valuation ("E.A.V.") of the Project Area is to provide an estimate of the initial E.A.V., which the Cook County Clerk will certify for the purpose of annually calculating the incremental E.A.V. and incremental property taxes of the Project Area. The 2005 E.A.V. of all taxable parcels in the Project Area is approximately Seventy Million Nine Hundred Ninety-one Thousand Two Hundred Eight Dollars ($70,991,208). This total E.A.V. amount by Permanent Index Number is summarized in Appendix D. Initial Equalized Assessed Value (E.A.V.) of Property within the Addison South T.I.F. Redevelopment Project Area. The E.A.V. is subject to verification by the Cook County Clerk. After verification, the final figure shall be certified by the Cook County Clerk, and shall become the Certified Initial E.A.V. from which all incremental property taxes in the Project Area will be calculated by Cook County.

The plan has utilized E.A.V. values for the 2005 tax year. If the 2006 E.A.V. shall become available prior to the date of the adoption of the Plan by the City Council, the City may update the Plan by replacing the 2005 E.A.V. with the 2006 E.A.V.

Anticipated Equalized Assessed Valuations.

Once the redevelopment project has been completed and the property is fully assessed, the E.A.V. of real property within the Project Area is estimated at approximately Two Hundred Fifteen Million Six Hundred Thousand Dollars ($215,600,000). This estimate has been calculated assuming that the Project Area will be developed in accordance with Figure 7: General Land-Use Plan presented in Appendix A.

The estimated E.A.V. assumes that the assessed value of property within the Project Area will increase substantially as a result of new development and public improvements. Calculation of the estimated E.A.V. is based on several assumptions, including: 1) redevelopment of the Project Area will occur in a timely manner and 2) an annual rate of inflation of two and five-tenths percent (2.5%).

Financial Impact On Taxing Districts.

The Act requires an assessment of any financial impact of the Project Area on, or any increased demand for services from, any taxing district affected by the Plan and a description of any program to address such financial impacts or increased demand. The City intends to monitor development in the Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

The following taxing districts presently levy taxes on properties located within the Project Area:

Cook County. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration and management of lands for the purpose of protecting and preserving open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District Of Greater Chicago. The Water Reclamation District provides the main trunk lines for the collection of wastewater from cities, villages and towns, and for the treatment and disposal thereof.

Chicago Community College District 508. The Community College District is a unit of the State of Illinois system of public community colleges, whose objective is to meet the educational needs of residents of the City and other students seeking higher educati programs and services.

Board Of Education Of The City Of Chicago. General responsibilities of the Board of Education include the provision, maintenance and operations of educational facilities and the provision of educational services for kindergarten through the twelfth grade.

Chicago Park District. The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City and for the provision of recreation programs.

Chicago School Finance Authority. The Authority was created in 1980 to exercise oversight and control over the financial affairs of the Board of Education of the City of Chicago.

City Of Chicago. The City is responsible for the provision of a wide range of municipal services, including: police and fire protection; capital improvements and maintenance; water supply and distribution; sanitation service; building, housing and zoning codes, et cetera. The City also administers the City of Chicago Library Fund, formerly a separate taxing district from the City.

The proposed revitalization of the Project Area may increase in demand on public services and facilities as the new households are added as a result of new residential development. The required level of these public services will depend upon the uses that are ultimately included within the Project Area. Although the specific nature and timing of the private investment expected to be attracted to the Project Area cannot be precisely quantified at this time, a general assessment of financial impact can be made based upon the level of development and timing anticipated by the proposed Plan.

For the taxing districts levying taxes on property within the Project Area, increased service, demands are expected to be negligible because they are already serving the Project Area. Upon completion of the Plan, all taxing districts are expected to share the benefits of a substantially improved tax base. When completed, developments in the Project Area will generate property tax revenues for all taxing districts. Other revenues may also accrue to the City in the form of sales tax, business fees and licenses, and utility user fees.

It is expected that most of the increases in demand for the services and programs of the rementioned taxing districts, associated with the Project Area, can be adequately addressed by the existing services and programs maintained by these taxing districts. However, a portion of the Sixty Million Dollars ($60,000,000) that has been allocated for public works and improvements within the Project Budget may be used to address potential demands associated with implementing the Plan.

Real estate tax revenues resulting from increases in the E.A.V., over and above the Certified Initial E.A.V. established with the adoption of the Plan, will be used to

pay eligible redevelopment costs in the Project Area. Following termination of the Project Area, the real estate tax revenues, attributable to the increase in the E.A.V. over the certified initial E.A.V., will be distributed to all taxing districts levying taxes against property located in the Project Area. Successful implementation of the Plan is expected to result in new development and private investment on a scale sufficient to overcome blighted conditions and substantially improve the long-term economic value of the Project Area.

Completion Of The Redevelopment Project And Retirement Of Obligations To Finance Redevelopment Project Costs.

The Plan will be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31st of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving the Plan is adopted (assuming adoption in 2007, by December 31, 2031).

9.

Housing Impact Study.

A Housing Impact Study has been conducted for the Project Area to determine the potential impact of redevelopment on Project Area residents. As set forth in the Act, if the redevelopment plan for a redevelopment project area would result in the displacement of residents from ten (10) or more inhabited residential units, or if the redevelopment project area contains seventy-five (75) or more inhabited residential units and the City is unable to certify that no displacement of residents will occur, the municipality must prepare a housing impact study and incorporate the study in the redevelopment project plan. This Housing Impact Study, which is part of the Addison South T.I.F. Redevelopment Plan, fulfills this requirement. It is also integral to the formulation of the goals, objectives, and policies of the Plan.

The Project Area contains five hundred fifty-one (551) inhabited residential units. The Plan provides for the development or redevelopment of several portions of the Project Area that may contain occupied residential units. As a result, it is possible that by implementation of this Plan, the displacement of residents from ten (10) or more inhabited residential units could occur.

Because the focus of this Plan is on the conservation of the existing industrial and commercial district, demolition of occupied residential units is not contemplated. While there are no current plans to displace any residential units over the twenty-

three (23) year life of the T.I.F., displacement of ten (10) or more inhabited residential units may occur. Therefore, a housing impact study is required. This Housing Impact Study, which is part of the Addison South T.I.F. Redevelopment Plan, fulfills this requirement. The results of the housing impact study section described below presents certain factual information required by the Act.

This Housing Impact Study is organized into two parts. Part I -- Housing Survey describes the housing survey conducted within the Project Area to determine existing housing characteristics. Part II -- Potential Housing Impact describes the potential impact of the Plan. Specific elements of the Housing Impact Study include:

Part I -- Housing Survey.

i. Type of residential unit, either single-family or multi-family.

ii. The number and type of rooms within the units, if that information is available.

iii. Whether the units are inhabited or uninhabited, as determined not less than forty-five (45) days before the date that the ordinance or resolution required by subsection (a) of Section 11-74.4-5 of the Act is passed.

iv. Data as to the racial and ethnic composition of the residents in the inhabited residential units, which shall be deemed to be fully satisfied if based on data from the most recent federal census.

Part II -- Potential Housing Impact.

i. The number and location of those units that will be or may be removed.

ii. The municipality's plans for relocation assistance for those residents in the proposed redevelopment project area whose residencies are to be removed.

iii. The availability of replacement housing for those residents whose residences are to be removed, and the identification of the type, location, and cost of the replacement housing.

iv. The type and extent of relocation assistance to be provided.

Part I -- Housing Survey.

Part I of this study provides the number, type and size of residential units within the Project Area, the number of inhabited and uninhabited units, and the racial and ethnic composition of the residents in the inhabited residential units.

Number And Type Of Residential Units.

The number and type of residential units within the Project Area were identified during the building condition and land-use survey conducted as part of the eligibility analysis for the Project Area. This survey, completed on September 15, 2006, revealed that the Project Area contains two hundred sixty-one (261) residential or mixed-use residential buildings containing a total of five hundred eighty-six (586) units. The number of residential units by building type is outlined in Table 3: Number and Type of Residential Units.

Table 3.

Number And Type Of Residential Units.

Building Type	Total Number Of Buildings	Total Number Of Units
Single-Family	97	97
Multi-Family	154	475
Mixed-Use	9	14
TOTAL:	260	586

Source: ERS Enterprises, Camiros, Ltd.

Number And Type Of Rooms In Residential Units.

The distribution of the five hundred eighty-six (586) residential units within the Project Area by number of rooms and by number of bedrooms is identified in tables within this section. The methodology to determine this information is described below.

Methodology.

In order to describe the distribution of residential units by number and type of rooms within the Project Area, the Consultants analyzed 2000 United States Census data by Block Group for those Block Groups encompassed by the Project Area. A Block Group, as defined by the United States Census, is a combination of census blocks (a census block is the smallest entity for which the Census Bureau collects and tabulates one hundred percent (100%) data). The Block Group is the lowest level of geography for which the Census Bureau tabulates sample, or long-form, data. In this study, the Consultants have relied

on 2000 federal census sample data because it is the best available information regarding the housing units within the Project Area. The Block Group data available for the Project Area are based on a sampling of residential units. (As the Block Group geographies encompass a greater area beyond the Project Area, numbers will be higher than the actual count.) Based on this data, a proportional projection was made of the distribution of units by the number of rooms and the number of bedrooms in each unit. The results of this survey are outlined in Table 4: Units by Number of Rooms, and in Table S. Units by Number of Bedrooms.

Table 4.

Units By Number Of Rooms.[1]

Number Of Rooms	Percentage (2000)	Current Estimated Units In The Project Area
1 Room	3%	18
2 Rooms	6%	35
3 Rooms	11%	64
4 Rooms	28%	164
5 Rooms	22%	129
6 Rooms	14%	82
7+ Rooms	16%	94
TOTAL:	100.0%	586

Source: United States Census Bureau

(1) As defined by the Census Bureau, for each unit, rooms include living rooms, dining rooms, kitchens, bedrooms, finished recreation rooms, enclosed porches suitable for year-round use, and lodger's rooms. Excluded are strip or Pullman kitchens, bathrooms, open porches, balconies, halls or foyers, half-rooms, utility rooms, unfinished attics or basements, or other unfinished space used for storage. A partially divided room is a separate room only if there is a partition from floor to ceiling, but not if the partition consists solely of shelves or cabinets.

Table 5.

Units By Number Of Bedrooms.[2]

Number Of Bedrooms	Percentage (2000)	Current Estimate Units In The Project Area
Studio	4%	23
1 Bedroom	20%	117
2 Bedrooms	46%	271
3 Bedrooms	20%	117
4 Bedrooms	5%	29
5+ Bedrooms	5%	29
TOTAL:	100.0%	586

Source: United States Census Bureau

Number Of Inhabited Units.

A survey of inhabited dwelling units within the Project Area was conducted by Ernest R. Sawyer Enterprises ("E.R.S.") and completed on September 15, 2006. This survey identified five hundred eighty-six (586) residential units, of which thirty-five (35) were identified as vacant. Therefore, there are approximately five hundred fifty-one (551) total inhabited units within the Project Area. As required by the Act, this information was ascertained as of September 15, 2006, which is a date not less than forty-five (45) days prior to the date that the resolution required by subsection (a) of Section 11-74.4-5 of the Act is or will be passed (the resolution setting the public hearing and Joint Review Board meeting dates).

(2) As defined by the Census Bureau, number of bedrooms includes all rooms intended for use as bedrooms even if they are currently used for some other purpose. A housing unit consisting of only one (1) room, such as a one-room efficiency apartment, is classified, by definition, as having no bedroom.

Race And Ethnicity Of Residents.

The racial and ethnic composition of the residents within the Project Area is identified in Table 6: Race and Ethnicity Characteristics, within this section. The methodology to determine this information is described below.

Methodology.

As required by the Act, the racial and ethnic composition of the residents in the inhabited residential units was determined. Population estimates were made based on data from the 2000 United States Census. The Consultants analyzed this data by Census Tract for those Census Tracts encompassed by the Project Area. The Census Tract is the lowest level of geography for which race and ethnicity characteristics have been released from the 2000 Census. Therefore, the Consultants have relied on Census Tract data because it is the best available information regarding the residents of the Project Area.

The total population for the Project Area was estimated by multiplying the number of households within the Project Area (five hundred fifty-one (551)) by the average household size (two and five-hundredths (2.05)). Based on the estimated total population, a proportional projection was made of the race and ethnicity characteristics of the residents. According to these projections, there are an estimated one thousand one hundred thirty (1,130) residents living within the Project Area. The race and ethnic composition of these residents is indicated in Table 6: Race and Ethnicity Characteristics.

Table 6.

Race And Ethnicity Characteristics.

Race	Percentage (2000)	Estimated Residents
White	27%	305
Black or African American	24%	271
American Indian and Alaska Native	1%	11
Asian	1%	11

Race	Percentage (2000)	Estimated Residents
Native Hawaiian and Other Pacific Islander	0%	0
Some Other Race	47%	532
TOTAL:	100%	1,130

Hispanic Origin	Percentage (2000)	Estimated Residents
Hispanic	43%	486
Non-Hispanic	57%	644
TOTAL:	100%	1,130

Source: United States Census Bureau

Part II -- Potential Housing Impact.

Part II contains, as required by the Act, information on any acquisition, relocation program, replacement housing and relocation assistance.

Number And Location Of Units That May Be Removed.

The primary objectives of the Plan are to reduce deleterious conditions within the Project Area and upgrade public and private infrastructure to stimulate private investment in the area. Although the Plan does not specifically propose redevelopment of current residential uses, some displacement of residential units may occur in the process of redeveloping obsolete buildings that contain a residential component and may also occur through private market development activity.

There is a possibility that over the twenty-three (23) year life of the Project Area, some inhabited residential units may be removed as a result of implementing the Plan. In order to meet the statutory requirement of defining the number and location of inhabited residential units that may be removed, a methodology was established that would provide a rough, yet reasonable, estimate. This methodology is described below.

Methodology.

The methodology used to fulfill the statutory requirements of defining the number and location of inhabited residential units that may be removed involves three (3) steps.

1. Step one counts all inhabited residential units previously identified on any underlying acquisition maps. Because there are no underlying redevelopment areas or land acquisition maps, the number of inhabited residential units that may be removed due to previously identified acquisition is zero.

2. Step two counts the number of inhabited residential units contained on parcels that are dilapidated as defined by the Act. From the survey conducted by E.R.S. Enterprises, Inc., one building classified as dilapidated was identified. This building is vacant and contains no inhabited housing units. Therefore, the number of inhabited residential units that may be removed because they are located in dilapidated buildings is zero.

3. Step three counts the number of inhabited residential units that exist where the future land-use indicated by the Plan will not include residential uses. After reviewing the Land-Use Plan for the Project Area, we determined that one (1) residential building containing a total of three (3) inhabited residential units would be impacted by changes to the existing land-use. Therefore, the number of inhabited residential units that may be removed due to future land-use change is three (3). However, it should be noted that even though the industrial mixed-use land-use category does not include residential uses, the elimination of legal nonconforming uses is not anticipated.

Figure 8: Location of Occupied Residential Units that May be Removed in Appendix A identifies the location of the building with the inhabited residential units, representing the sum of Steps 1, 2 and 3, that could potentially be removed during the twenty-three (23) year life of the Addison South T.I.F. Redevelopment Project Area.

Replacement Housing.

In accordance with Section 11-74.4-3(n)(7) of the Act, the City shall make a good faith effort to ensure that affordable replacement housing for any qualified displaced resident whose residence is removed is located in or near the Project Area. To promote the development of affordable housing, the Plan requires developers receiving tax increment financing assistance for market-rate housing

to set aside at least twenty percent (20%) of the units to meet affordability criteria established by the City's Department of Housing. Generally, this means affordable rental units should be affordable to households earning no more than eighty percent (80%) of the area median income (adjusted for family size). If, during the twenty-three (23) year life of the Addison South T.I.F. Redevelopment Project Area, the acquisition plans change, the City shall make every effort to ensure that appropriate replacement housing will be found in either the Project Area or the surrounding Community Areas.

The location, type and cost of a sample of possible replacement housing units located within the surrounding Community Areas were determined through classified advertisements from the *Chicago Sun-Times*, *Chicago Tribune* and from Internet listings on Apartments.com and HomeStore.com during September, 2006. It is important to note that Chicago has a rental cycle where apartments turn over at a greater rate on May 1 and October 1 of each year. These times generally reflect a wider variety of rental rates, unit sizes and locations than those available at other times throughout the year. The location, type and cost of these units are listed in Table 7: Survey of Available Housing Units.

Table 7.

Survey Of Available Housing Units.

	Location	Number Of Bedrooms	Rental Price	Amenities	Section 8 Accepted	Community Area
1.	1936 North Clark	1	$1,110 -- 1,350		No	Lincoln Park
2.	1936 North Clark	2	1,350 -- 1,530		No	Lincoln Park
3.	455 West Wellington	1	950 -- 1,050	On site laundry	No	Lakeview
4.	500 West Belmont	1	935 -- 1,050	Air conditioning	No	Lakeview
5.	596 West Hawthorn	Studio	675 -- 745	Updated appliances/ baths	No	Lakeview
6.	441 West Barry	1	950 -- 1,050	Recently updated	No	Lakeview

	Location	Number Of Bedrooms	Rental Price	Amenities	Section 8 Accepted	Community Area
7.	441 West Oakdale	1	$ 1,050 -- 1,200		No	Lakeview
8.	533 West Barry	2	1,300 -- 1,400		No	Lakeview
9.	533 West Barry	3	1,600 -- 1,700		No	Lakeview
10.	638 West Addison	1	1,075		No	Lakeview

Source: *Chicago Sun-Times, Chicago Tribune,* Apartments.com and HomeStore.com

It is assumed that displacement, if any, is caused by private redevelopment occurring outside the recommendations of this Plan. Furthermore, any displacement would occur incrementally over the twenty-three (23) year life of the Plan as individual development projects occur.

Relocation Assistance.

Although the removal or displacement of housing units is not a goal of the Plan, it is possible that a small number of units may be removed in the process of implementing the Plan. If the removal or displacement of low-income, very low-income or very, very low-income households is required, such residents will be provided with affordable housing and with relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the regulations thereunder, including the eligibility criteria. Affordable housing may be either existing or newly constructed housing. The City shall make a good faith effort to ensure that affordable replacement housing for the aforementioned households is located in or near the Project Area.

As used in the above paragraph, "low-income households", "very low-income households", "very, very low-income households" and "affordable housing" have the meanings set forth in Section 3 of the Illinois Affordable Housing Act, 310 ILCS 65/3. As of the date of this Plan, these statutory terms have the following meanings:

a. "low-income households" means a single-person, family or unrelated persons living together whose adjusted income is more than fifty percent (50%) but less than eighty percent (80%) of the median income of the area of residence, adjusted for family size, as such adjusted income and median income are determined from time to time by the United States Department of Housing and Urban Development ("H.U.D.") for purposes of Section 8 of the United States Housing Act of 1937;

b. "very low-income households" means a single-person, family or unrelated persons living together whose adjusted income is not more than fifty percent (50%) of the median income of the area of residence, adjusted for family size, as so determined by H.U.D.;

c. "very, very low-income households" means a single-person, family or unrelated persons living together whose adjusted income is not more than thirty percent (30%) of the median income of the area of residence, adjusted for family size, as so determined by H.U.D.; and

d. "affordable housing" means residential housing that, so long as the same is occupied by low-income households or very low-income households, requires payment of monthly housing costs, including utilities other than telephone, of no more than thirty percent (30%) of the maximum allowable income for such households, as applicable.

In order to estimate the number of moderate-, low-, very low- and very, very low-income households in the Project Area, the Consultants used data available from the 2000 United States Census. The Consultants have relied on this data because it is the best available information regarding the income characteristics of the Project Area.

It is estimated that eighteen percent (18%) of the households within the Project Area may be classified as very, very, low-income; thirteen percent (13%) may be classified as very low-income; nineteen percent (19%) may be classified as low-income; and twenty-three percent (23%) may be classified as moderate-income. The remaining twenty-seven percent (27%) have incomes above moderate income levels. Applying these percentages to the five hundred fifty-one (551) inhabited residential units (equivalent to households) identified during the survey completed by the Consultants, it is estimated that ninety-nine (99) households within the Project Area may be classified as very, very low-income; seventy-two (72) households may be classified as very low-income; one hundred four (104) households may be classified as low-income; and one hundred twenty-seven (127) households may be classified as moderate-income. This information is summarized in Table 8: Household Income.

Table 8.

Household Income.

Income Category	Annual Income Range (2004 Estimate)	Percentage Of Households	Number Of Households
Very, Very Low-Income	$0 -- $17,647	18%	99

Income Category	Annual Income Range (2004 Estimate)	Percentage Of Households	Number Of Households
Very Low-Income	$17,648 -- $29,412	13%	72
Low-Income	$29,413 -- $47,060	19%	104
Moderate-Income	$47,061 -- $70,590	23%	127
Above Moderate-Income	$70,591 or more	27%	149
TOTAL:		100.0%	551

Source: 2000 United States Census

As described above, the estimates of the total number of moderate-, low-, very low- and very, very low-income households within the Project Area collectively represent seventy-three percent (73%) percent of the total inhabited units, and the number of households in the low-income categories collectively represent fifty percent (50%) of the total inhabited units. Therefore, replacement housing for any displaced households over the course of the twenty-three (23) year life of the Addison South T.I.F. Redevelopment Project Area should be affordable at these income levels. It should be noted that these income levels are likely to change over the twenty-three (23) year life of the Project Area as both median income and income levels within the Project Area change.

10.

Provisions For Amending The Plan.

This Plan may be amended as provided under the provisions of the Act.

11.

City Of Chicago Commitment To Fair Employment Practices And Affirmative Action.

The City is committed to and will affirmatively implement the following principles

in redevelopment agreements with respect to the Plan. The City may implement various neighborhood grant programs imposing these or different requirements.

1. The assurance of equal opportunity in all personnel and employment actions, with respect to the Redevelopment Project including, but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, et cetera, without regard to race, color, religion, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income or housing status.

2. Redevelopers must meet the City's standards for participation of twenty-four percent (24%) Minority Business Enterprises and four percent (4%) Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.

3. This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

4. Redevelopers will meet City standards for any applicable prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

In order to implement these principles, the City shall require and promote equal employment practices and affirmative action on the part of itself and its contractors and vendors. In particular, parties engaged by the City shall be required to agree to the principles set forth in this section. The City shall have the right in its sole discretion to exempt certain small businesses, residential property owners and developers from the above.

[Appendix "A" -- Figure 1 referred to in this Addison South Redevelopment Plan and Project constitutes Exhibit "E" to ordinance and printed on page 104418 of this *Journal.*]

[Appendix "A" -- Figures 2 through 8 referred to in this Addison South Redevelopment Plan and Project printed on pages 104387 through 104393 of this *Journal.*]

[Appendix "B" referred to in this Addison South Redevelopment Plan and Project constitutes Exhibit "C" to ordinance and printed on pages 104415 through 104417 of this *Journal.*]

[Appendix "D" referred to in this Addison South Redevelopment Plan and Project printed on pages 104397 through 104407 of this *Journal.*]

Appendix "C" referred to in this Addison South Redevelopment Plan and Project reads as follows:

Appendix C.
(To Addison South Redevelopment Plan And Project)

Addison South T.I.F. Redevelopment Project Area Eligibility Study.

The purpose of this study is to determine whether a portion of the City of Chicago identified as the Addison South T.I.F. Redevelopment Project Area qualifies for designation as a tax increment financing district within the definitions set forth under 65 ILCS 5/11-74.4 contained in the "Tax Increment Allocation Redevelopment Act" (65 ILCS 5/11-74.1, et seq.), as amended (the "Act"). This legislation focuses on the elimination of blighted or rapidly deteriorating areas through the implementation of a redevelopment plan. The Act authorizes the use of tax increment revenues derived in a redevelopment project area for the payment or reimbursement of eligible redevelopment project costs.

The area proposed for designation as the Addison South T.I.F. Redevelopment Project Area is hereinafter referred to as the "Study Area" and is shown in Figure A: Study Area Boundary Map. The Project Area is irregular in shape but encompasses certain properties in the area generally bounded by West Belmont Avenue, North Clybourn Avenue, North Leavitt Street, the Chicago River, West Logan Boulevard, the Kennedy Expressway, North Campbell Avenue, North Elston Avenue and North Washtenaw Avenue.

More specifically, boundaries are the alley south of West Belmont Avenue, West Belmont Avenue and the 19th District Belmont Station and Area 3 Police Headquarters facility on the north; the alley northeast of North Clybourn Avenue, North Oakley Avenue, West Barry Avenue, the alley east of North Oakley Avenue, West Nelson Street, North Oakley Avenue, West Wellington Avenue, North Leavitt Street, West Oakdale Avenue, Lathrop Homes and the Chicago River to the east of the Chicago River and the Chicago River, North Oakley Avenue, West Diversey Parkway and North Western Avenue to the west of the Chicago River on the east;

Logan Boulevard, North Western Avenue, the alley west of North Western Avenue, the alley south of West Diversey Avenue and the alley extended between North Western Avenue and North Maplewood Avenue, North Maplewood Avenue and industrial property immediately north of the Kennedy Expressway between North Maplewood Avenue and North Campbell Avenue on the south; and the Kennedy Expressway between North Campbell Avenue and North Talman Avenue, the alley north of West Diversey Avenue, North Campbell Avenue, North Elston Avenue, North Washtenaw Avenue, West Barry Avenue, the alley east of North Washtenaw Avenue and North Campbell Avenue on the west.

The Study Area is approximately one hundred sixty-three (163) acres in size and includes five hundred eighty-five (585) tax parcels located on thirty-six (36) tax blocks. The Study Area is generally improved. This report summarizes the analyses and findings of the Consultant's work, which, unless otherwise noted, is solely the responsibility of Camiros, Ltd. and its subconsultants and does not necessarily reflect the views and opinions of potential developers or the City of Chicago. Camiros, Ltd. has prepared this report with the understanding that the City would rely on: 1) the findings and conclusions of this report in proceeding with the designation of the Study Area as a redevelopment project area under the Act, and 2) the fact that Camiros, Ltd. and its subconsultants have obtained the necessary information to conclude that the Study Area meets the requirements for designation as a redevelopment project area in compliance with the Act.

1.

Introduction.

Tax Increment Allocation Redevelopment Act permits municipalities to induce redevelopment of eligible "blighted", "conservation" or "industrial park conservation areas" in accordance with an adopted redevelopment plan. The Act stipulates specific procedures, which must be adhered to, in designating a redevelopment project area. One of those procedures is the determination that the area meets the statutory eligibility requirements. At 65 Sec 5/11-74.-3(p), the Act defines a "redevelopment project area" as:

> ". . . an area designated by the municipality, which is not less in the aggregate than 1-1/2 acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or combination of both blighted areas and conservation areas."

In adopting this legislation, the Illinois General Assembly found that:

1. (at 65 Sec 5/11-74.4-2(a)) . . . there exists in many municipalities within the State blighted, conservation and industrial park conservation areas. . .; and

2. (at 65 Sec 5/11-74.4-2(b)) . . . the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects is hereby declared to be essential to the public interest.

The legislative findings were made on the basis that the presence of blight, or conditions that lead to blight, is detrimental to the safety, health, welfare and morals of the public. The Act specifies certain requirements, which must be met, before a municipality may proceed with implementing a redevelopment project in order to ensure that the exercise of these powers is proper and in the public interest.

Before the tax increment financing technique can be used, the municipality must first determine that the proposed redevelopment area qualifies for designation as a "blighted area", "conservation area", or an "industrial park conservation area". Based on the conditions present, this Eligibility Study finds that the Study Area qualifies for designation as a conservation area.

Conservation Areas.

A "conservation area" is an improved area located within the territorial limits of the municipality which fifty percent (50%) or more of the structures have an age of thirty-five (35) years or more. Such areas are not yet blighted but, because of a combination of three (3) or more of the following conditions that are detrimental to the public safety, health, morals or welfare, may become a blighted area:

1. Dilapidation.

2. Obsolescence.

3. Deterioration.

4. Presence of structures below minimum code standards.

5. Illegal use of individual structures.

6. Excessive vacancies.

7. Lack of ventilation, light or sanitary facilities.

8. Inadequate utilities.

9. Excessive land coverage and overcrowding of structures and community facilities.

10. Deleterious land-use or layout.

11. Environmental clean-up requirements.

12. Lack of community planning.

13. Lagging or declining equalized assessed value.

The Act defines blighted and conservation areas and amendments to the Act also provide guidance as to when the conditions present qualify an area for such designation. Where any of the conditions defined in the Act are found to be present in the Study Area, they must be: 1) documented to be present to a meaningful extent so that the municipality may reasonably find that the condition is clearly present within the intent of the Act, and 2) reasonably distributed throughout the vacant or improved part of the Study Area, as applicable, to which each condition pertains.

The test of eligibility of the Study Area is based on the conditions of the area as a whole. The act does not require that eligibility be established for each and every property in the Study Area.

2.

Eligibility Studies And Analysis.

An analysis was undertaken to determine whether any or all of the blighting conditions listed in the Act are present in the Project Area, and if so, to what extent and in which locations. In order to accomplish this evaluation the following tasks were undertaken:

1. exterior survey of the condition and use of each building;

2. field survey of environmental conditions involving parking facilities, public infrastructure, site access, fences and general property maintenance;

3. analysis of existing land uses and their relationships;

4. comparison of surveyed buildings to zoning regulations;

5. analysis of the current platting, building size and layout;

6. analysis of building floor area and site coverage;

7. review of previously prepared plans, studies, inspection reports and other data;

8. analysis of real estate assessment data;

9. review of available building permit records to determine the level of development activity in the area; and

10. review of building code violations.

The exterior building condition survey and site conditions survey of the Study Area were undertaken between July and September 2006. The analysis of site conditions was organized by tax block as shown in Figure B: Tax Blocks.

Building Condition Evaluation.

This section summarizes the process used for assessing building conditions in the Study Area. These standards and criteria were used to evaluate the existence of dilapidation or deterioration of structures.

The building condition analysis is based on a thorough exterior inspection of the buildings and sites conducted by Ernest R. Sawyer Enterprises between July and August, 2006 and additional field verification conducted by Camiros, Ltd. in August and September, 2006. Structural deficiencies in building components and related environmental deficiencies in the Study Area were noted during the survey.

Building Components Evaluated.

During the field survey, each component of the buildings in the Study Area was examined to etermine whether it was in sound condition or had minor, major, or critical defects. Building components examined were of two types:

Primary Structural Components.

These include the basic elements of any building: foundation walls, load-bearing walls and columns, roof, roof structures and facades.

Secondary Components.

These are components generally added to the primary structural components and are necessary parts of the building, including exterior and interior stairs, windows and window units, doors and door units, interior walls, chimney and gutters and downspouts.

Each primary and secondary component was evaluated separately as a basis for determining the overall condition of individual buildings. This evaluation considered the relative importance of specific components within a building and the effect that deficiencies in components will have on the remainder of the building.

Building Component Classification.

The four (4) categories used in classifying building components and systems and the criteria used in evaluating structural deficiencies are described below.

Sound.

Building components that contain no defects, are adequately maintained, and require no treatment outside of normal ongoing maintenance.

Deficient -- Requiring Minor Repair.

Building components containing defects (loose or missing material or holes and cracks over a limited area), which often may be corrected through the course of normal maintenance. Minor defects have no real effect on either the primary or secondary components and the correction of such defects may be accomplished by the owner or occupants. Examples include tuckpointing masonry joints over a limited area or replacement of less complicated components. Minor defects are not considered in rating a building as structurally substandard.

Deficient -- Requiring Major Repair.

Building components that contain major defects over a widespread area that would be difficult to correct through normal maintenance. Buildings in the major deficient category would require replacement or rebuilding of components by people skilled in the building trades.

Critical.

Building components that contain major defects (bowing, sagging, or settling to any or all exterior components causing the structure to be out-of-plumb, or

broken, loose or missing material and deterioration over a widespread area) so extensive that the cost of repair would be excessive.

Final Building Rating.

After completion of the exterior building condition survey, each structure was placed in one (1) of three (3) categories based on the combination of defects found in various primary and secondary building components. Each final rating is described below:

Sound.

Sound buildings can be kept in a standard condition with normal maintenance. Buildings so classified have no minor defects.

Deficient.

Deficient buildings contain defects that collectively are not easily correctable and cannot be accomplished in the course of normal maintenance. The classification of major or minor reflects the degree or extent of defects found during the survey of the building.

-- Deficient -- Minor.

Buildings classified as "deficient -- requiring minor repairs" have more than one (1) minor defect, but no major defects.

-- Deficient -- Major.

Buildings classified as "deficient -- requiring major repairs" have at least one (1) major defect in one (1) of the primary components or in the combined secondary components, but less that one (1) critical defect.

Substandard.

Structurally substandard buildings contain defects that are so serious and so extensive that the building must be removed. Buildings classified as structurally substandard have two (2) or more major defects.

Minor deficient and major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Act. Substandard buildings are the same as dilapidated buildings.

Eligibility Determination.

Where a condition is described as being present to a meaningful extent, the condition is present with respect to a majority of tax blocks to which the condition pertains and is reasonably distributed in the Study Area. The presence of such conditions has a major adverse impact or influence on adjacent and nearby property. A condition described as being present to a limited extent indicates that the condition is present, but that the distribution of impact of the condition is more limited, affecting fewer than fifty percent (50%) of applicable tax blocks. A statement that the condition is not present indicates that either no information was available or that no evidence was documented as a result of the various surveys and analyses. Conditions whose presence could not be determined with certainty were not considered in establishing eligibility.

In order to establish the eligibility of a redevelopment project area under the improved "conservation area" criteria established in the Act, at least fifty percent (50%) of buildings must be thirty-five (35) years of age or older and at least three (3) of thirteen (13) eligibility conditions must be meaningfully present and reasonably distributed throughout the Study Area with respect to improved property.

Each condition identified in the Act for determining whether an area qualifies as a conservation area is discussed below and a conclusion is presented as to whether or not the condition is present in the Study Area to a degree sufficient to warrant its inclusion as a blighting condition in establishing the eligibility of the Study Area for designation as a redevelopment project area under the Act. These findings describe the conditions that exist and the extent to which each condition is present.

3.

Presence And Distribution Of Eligibility Conditions

This Eligibility Study finds that the Study Area qualifies for designation as a conservation area under the criteria contained in the Act. Improved property qualifies because the required age threshold is satisfied with ninety-six percent (96%) of buildings being at least thirty-five (35) years of age and because five (5) of the conditions cited in the Act are meaningfully present and reasonably distributed within the Study Area. Four (4) other conditions are present in the Study Area to a more limited degree and support the overall conclusions reached in this Study. These conditions and whether they are present to a major or limited extent within the Study Area are as follows:

1. Dilapidation (limited).

2. Obsolescence (major).

3. Deterioration (major).

4. Presence of structures below minimum code standards (limited).

5. Excessive vacancies (limited).

6. Excessive land coverage or overcrowding of community facilities (major).

7. Deleterious land-use or layout (limited).

8. Lack of community planning (major).

9. Lagging or declining equalized assessed valuation (major).

The presence and distribution of eligibility conditions related to the qualification of the Study Area for designation as an improved conservation area are presented below. The distribution of these conditions within the Study Area is presented in Table B: Distribution of Conservation Area Eligibility Conditions at page C-18.

Age.

The Study Area contains four hundred forty (440) structures, with four hundred twenty-two (422) of these buildings identified as having been built in 1971 or earlier. Thus, the required age threshold is met with ninety-six percent (96%) of buildings being thirty-five (35) years of age or older.

Conservation Area Eligibility Conditions.

The presence and distribution of eligibility conditions related to the qualification of the Study Area for designation as a conservation area are discussed below.

1. Dilapidation.

As defined in the Act, "dilapidation" refers to an advanced state of disrepair or neglect of necessary repairs to the primary structural components of buildings or improvement in such a combination that a documented building condition analysis determines that major repair is required or the defects are so serious and so extensive that the buildings must be removed.

Only one (1) building, a vacant and boarded up single-family house, located in a manufacturing zoning district was classified as dilapidated during the eligibility analysis.

Conclusion: Because this condition affects property on only one (1) tax block, this condition was found to be present to a limited extent and not used to qualify the area for designation as a conservation area.

2. Obsolescence.

As defined in the Act, "obsolescence" refers to the condition or process of falling into disuse. Structures have become ill suited for the original use. In making findings with respect to buildings, it is important to distinguish between functional obsolescence which relates to the physical utility of a structure, and economic obsolescence which relates to a property's ability to compete in the marketplace.

Functional Obsolescence.

Historically, structures have been built for specific uses or purposes. The design, location, height, and space arrangement are intended for a specific occupant at a given time. Buildings become obsolete when they contain characteristics or deficiencies which limit their use and marketability after the original use ceases. The characteristics may include loss in value to a property resulting from an inherent deficiency existing from poor design or layout, the improper orientation of the building on its site and similar conditions which detracts from the overall usefulness or desirability of a property.

Economic Obsolescence.

Economic obsolescence is normally a result of adverse conditions which cause some degree of market rejection and depreciation in market values.

If functionally obsolete properties are not periodically improved or rehabilitated, or economically obsolete properties are not converted to higher and better uses, the income and value of the property erodes over time. This value erosion leads to deferred maintenance, deterioration, and excessive vacancies. These manifestations of obsolescence then begin to have an overall blighting influence on surrounding properties and detract from the economic vitality of the overall area.

Obsolescence as an eligibility condition should be based upon the documented presence and reasonable distribution of buildings evidencing such obsolescence. Obsolete buildings contain characteristics or deficiencies that limit their long-term sound use or reuse. Obsolescence in such buildings is typically difficult and expensive to correct. Obsolete building types have an adverse affect on nearby and surrounding development and detract from the physical, functional and economic vitality of the area.

Buildings within the Study Area are both functionally and economically obsolete. As noted previously, ninety-six percent (96%) of buildings are more than thirty-five (35) years old. The age of a structure is often a key indicator of its relative usefulness. Older structures frequently require extensive maintenance in order to maintain mechanical systems or structural integrity. The costs involved in maintaining and upgrading older buildings often create adverse impacts on existing users and create impediments to the marketability and reuse of industrial or commercial structures. In evaluating industrial and commercial buildings within the Study Area, buildings that were more than fifty (50) years of age and multi-story industrial structures were considered to be functionally obsolete, unless there was clear evidence of recent investment to upgrade building systems.

Most commercial and industrial buildings in the Study Area lack reasonably required off-street parking and have inadequate provision for service and loading. Employee parking was severely limited especially for manufacturing and heavy commercial uses. Given current conditions, there is little opportunity to expand the parking supply without demolition of existing buildings.

Obsolescence was considered to be present to a major extent on blocks where this condition affected at least fifty percent (50%) of improved tax parcels. Many of these properties are also deteriorated and in need of significant investment to enable them to be restored to functional use. More than half of all buildings in the Study Area exhibited varying degrees of obsolescence.

Conclusion: Obsolescence is meaningfully present and reasonably distributed within the Project Area, affecting eighty-six percent (86%) of improved tax blocks.

3. Deterioration.

As defined in the Act, "deterioration" refers to, with respect to buildings, defects including but not limited to major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including but not limited to surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.

Based on the definition given by the Act, deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair. The vast majority of property in the Study Area (three hundred eighty (380) or sixty-five percent (65%) of all tax parcels) exhibit deterioration with respect to site improvements, structures and buildings. In addition, public infrastructure

including alleys, sidewalks, public parking and curbs and gutters is also deteriorated.

Conclusion: Deterioration is meaningfully present and reasonably distributed within the Study Area affecting eighty-nine percent (89%) of the thirty-six (36) tax blocks.

4. Presence Of Structures Below Minimum Code Standards.

As defined in the Act, the "presence of structures below minimum code standards" refers to a structures that do not meet the standards of zoning, subdivision, building, fire, and other governmental codes applicable to property, but not including housing and property maintenance codes.

As referenced in the definition above, the principal purposes of governmental codes applicable to properties are to require buildings to be constructed in such a way as to sustain safety of loads expected from the type of occupancy; to be safe for occupancy against fire and similar hazards; and/or to establish minimum standards essential for safe and sanitary habitation. Structures below minimum code standards are characterized by defects or deficiencies that threaten health and safety.

Information needed to fully evaluate the presence of this factor within the Study Area was not available through published sources. However, it was possible to compare existing land uses with the uses permitted in the various underlying zoning districts. Commercial and industrial uses were found to be properly zoned. However, there are a number of manufacturing zones that contain residential units, which are not permitted or special uses in manufacturing districts. Such conditions affect forty-one (41) properties located on five (5) tax blocks.

Conclusion: This condition is present to a limited extent, affecting fourteen percent (14%) of all tax blocks, and was not used to establish eligibility as a conservation area under the Act.

5. Illegal Use Of Structures.

There is an illegal use of a structure when structures are used in violation of federal, state or local laws.

Conclusion: This condition was not identified as being present within the Study Area and was not used to establish eligibility as a conservation area under the Act.

6. Excessive Vacancies.

As defined in the Act, "excessive vacancies" refers to the presence of buildings that are unoccupied or under-utilized and that represent an adverse influence on the area because of the frequency, extent, or duration of the vacancies.

Vacant buildings and lots are scattered throughout the Study Area. Vacancies represent a majority of parcels on three (3) tax blocks, with fourteen (14) other tax blocks containing one (1) or more vacant buildings or parcels.

Conclusion: This condition is present to a limited extent within the Study Area, affecting property forty-seven percent (47%) of the thirty-six (36) tax blocks and was not used to establish eligibility of the Study Area as a conservation area under the Act.

7. Lack Of Ventilation, Light, Or Sanitary Facilities.

As defined in the Act, "lack of ventilation, light, or sanitary facilities" refers to the absence of adequate ventilation for light or air circulation in spaces or rooms without windows, or that require the removal of dust, odor, gas, smoke, or other noxious airborne materials. Inadequate natural light and ventilation means the absence or inadequacy of skylights or windows for interior spaces or rooms and improper window sizes and amounts by room area to window area ratios. Inadequate sanitary facilities refer to the absence or inadequacy of garbage storage and enclosure, bathroom facilities, hot water and kitchens, and structural inadequacies preventing ingress and egress to and from all rooms and units within a building.

Conclusion: This condition was not identified as being present within the Study Area and was not used to establish eligibility as a conservation area under the Act.

8. Inadequate Utilities.

As defined in the Act, "inadequate utilities" refers to underground and overhead utilities such as storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone, and electrical services that are shown to be inadequate. Inadequate utilities are those that are: (i) of insufficient capacity to serve the uses in the redevelopment project area, (ii) deteriorated, antiquated, obsolete, or in disrepair, or (iii) lacking within the redevelopment project area.

All properties within the Study Area are presently served by appropriate utilities. However, given the age of the area it is likely that some of these utilities are

antiquated and in need of replacement. However, information needed to fully document the presence of this condition within the Study Area was not available.

Conclusion: The presence of this condition could not be evaluated and not used to establish eligibility as a conservation area under the Act.

9. Excessive Land Coverage Or Overcrowding Of Community Facilities.

As defined in the Act, "excessive land coverage or overcrowding of community facilities" refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Examples of problem conditions warranting the designation of an area as one exhibiting excessive land coverage are: (i) the presence of buildings either improperly situated on parcels or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety and (ii) the presence of multiple buildings on a single parcel. For there to be a finding of excessive land coverage, these parcels must exhibit one (1) or more of the following conditions: insufficient provision for light and air within or around buildings, increased threat of spread of fire due to the close proximity of buildings, lack of adequate or proper access to a public right-of-way, lack of reasonably required off-street parking, or inadequate provision for loading and service.

This condition is present to a major extent within the Study Area with closely spaced, multi-story industrial buildings that are obsolete and deteriorating, inadequate off-street parking to accommodate employees and service vehicles, and inadequate provision for loading. There are numerous instances of buildings located on multiple tax parcels and buildings improperly situated on their sites.

Conclusion: This condition is present to a major extent within the Study Area, affecting eighty-one percent (81%) of improved tax blocks. This condition is meaningfully present and reasonably distributed, contributing to the eligibility of the Study Area as a conservation area under the Act.

10. Deleterious Land-Use Or Layout.

As defined in the Act, "deleterious land-use or layout" refers to the existence of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses considered to be noxious, offensive, or unsuitable for the surrounding area.

Examples of incompatible land-use relationships include residential buildings within the designated Addison Industrial Corridor. Residential uses are also

present along North Elston Avenue in manufacturing zoning districts surrounded by active industrial and commercial uses.

Conclusion: This condition is present to a limited extent in the Study Area, affecting thirty-three percent (33%) of tax blocks.

11. Environmental Clean-Up Requirements.

As defined in the Act, "environmental clean-up" means that the area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or Federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

Conclusion: The degree to which this condition is present within the Study Area was not documented as part of the eligibility analysis. Thus, the extent to which this condition may be present in the Study Area is unknown.

12. Lack Of Community Planning.

As defined in the Act, "lack of community planning" means that the proposed redevelopment project area was developed prior to or without the benefit or guidance of a community plan. This means that the development occurred prior to the adoption by the municipality of a comprehensive or other community plan or that the plan was not followed at the time of the area's development. This condition must be documented by evidence of adverse or incompatible land-use relationships, inadequate street layout, improper subdivision, parcels of inadequate shape and size to meet contemporary development standards, or other evidence demonstrating an absence of effective community planning.

The land-use pattern of the Study Area has evolved over the last century to include a mix of residential, commercial and industrial uses. However, the core of the Study Area is industrial in character. While most of the residential development in the Study Area predates the City's Zoning Ordinance the continued presence of residential units, particularly within the designated Addison Industrial Corridor, reflects a lack of community planning in that these non-conforming uses continue to exist. There are also numerous instances of tax parcels that reflect their original platting for residential development long after their development for industrial uses.

Conclusion: This condition is meaningfully present and reasonably distributed in the Study Area affecting sixty-nine percent (69%) of improved tax blocks.

13. Lagging Or Declining Equalized Assessed Value.

As defined in the Act, this condition is present when the Study Area can be described by one (1) of the following three (3) conditions: 1) the total equalized assessed value ("E.A.V.") has declined in three (3) of the last five (5) years; 2) the total E.A.V. is increasing at an annual rate that is less than the balance of the municipality for three (3) of the last five (5) years; or 3) the total E.A.V. is increasing at an annual rate that is less than the Consumer Index for all Urban Consumers for three (3) of the last five (5) years.

Table A: Comparative Increase in Equalized Assessed Value (E.A.V.) Compares the annual change in E.A.V. of the Study Area with the balance of the City.

Table A.

Comparative Increase In Equalized Assessed Value (E.A.V.).

	2005	2004	2003*	2002	2001
Study Area- E.A.V. and percentage Change over Prior Year	$70,991,208	$66,332,414	$65,136,083	$55,727,978	$52,146,401
	7.02%	1.84%	16.88%	6.87%	4.35%
Balance of City of Chicago - percentage Change over Prior Year	7.28%	3.96%	17.29%	7.98%	3.71%

*Reassessment year

Source: Cook County Tax Extension Office

As shown in Table A, the total equalized assessed value (E.A.V.) of property within the Study Area has lagged the growth of the balance of the City of Chicago for four (4) of the last five (5) years. The E.A.V. of the Study Area increased at a greater rate than the rest of Chicago only between the 2000 and 2001 tax years.

Conclusion: Lagging or declining equalized assessed value is meaningfully present and reasonably distributed affecting the entire Study Area, consistent with the definition contained in the Act.

Eligibility Analysis Summary.

On the basis of the above review of current conditions, the Study Area meets the criteria for qualification as a conservation area. More than fifty percent (50%) of the buildings within the Study Area are thirty-five (35) years of age or older. The Study Area exhibits the presence of nine (9) of the thirteen (13) conservation area eligibility conditions defined by the Act. Five (5) of these conditions are meaningfully present and reasonably distributed within the Study Area affecting at least fifty percent (50%) of tax blocks. Four (4) other conditions were found to be present to a limited extent and were not used to establish eligibility as a conservation area under the Act. Only three (3) conditions are required to qualify as a conservation area under the Act, once the age threshold is met. Table B: Distribution of Conservation Area Eligibility Conditions summarizes the presence and distribution of the conditions applicable to eligibility of the Study Area as conservation area. This summary demonstrates the degree to which these conditions are meaningfully present and reasonably distributed within the Study Area.

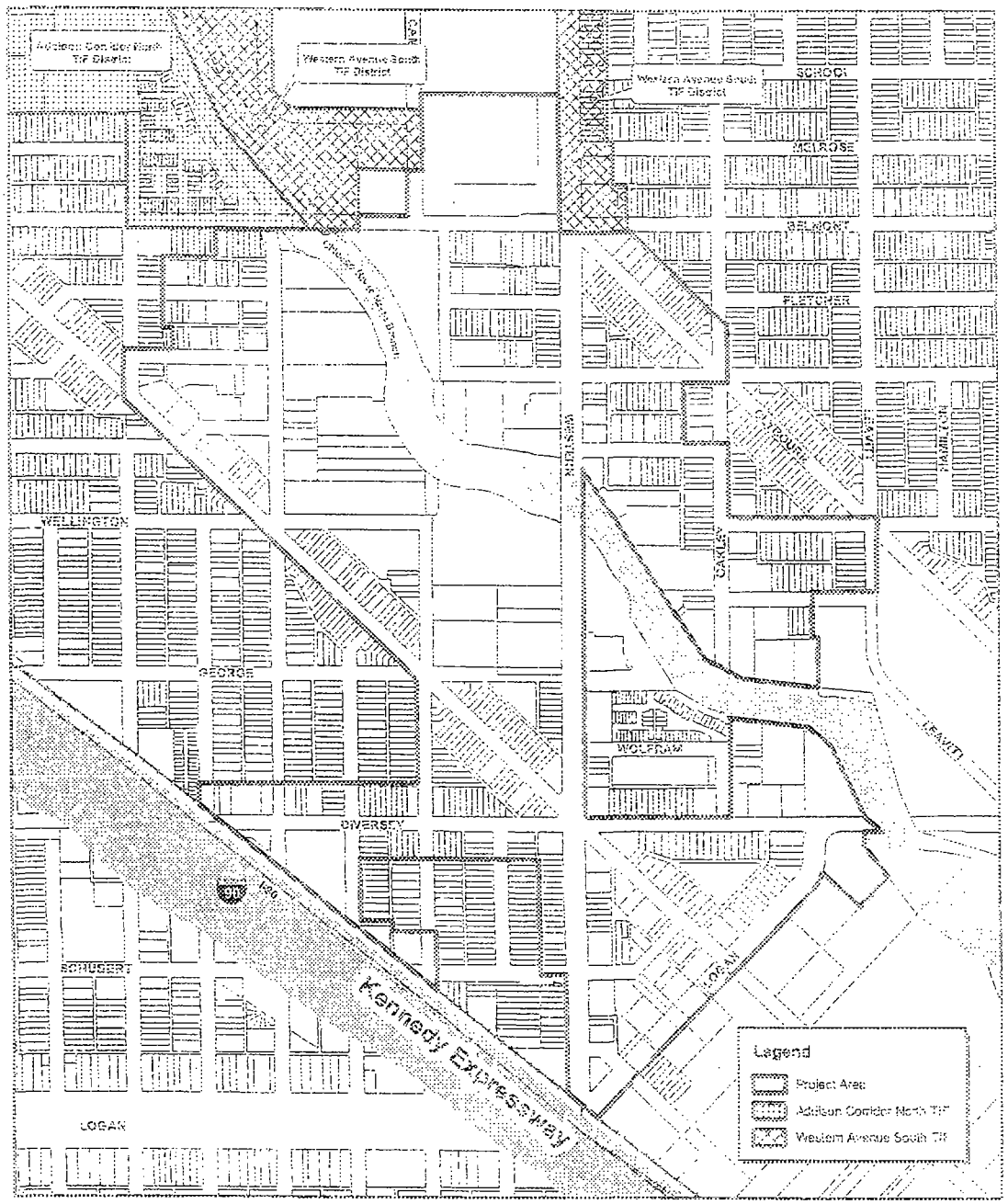
[Figure "A" referred to in this Addison South Tax Increment Financing Redevelopment Project Area Eligibility Study constitutes Exhibit "E" to ordinance and printed on page 104418 of this *Journal.*]

[Figure "B" referred to in this Addison South Tax Increment Financing Redevelopment Project Area Eligibility Study printed on page 104394 of this *Journal.*]

[Table "B" referred to in this Addison South Tax Increment Financing Redevelopment Project Area Eligibility Study printed on pages 104395 and 104396 of this *Journal.*]

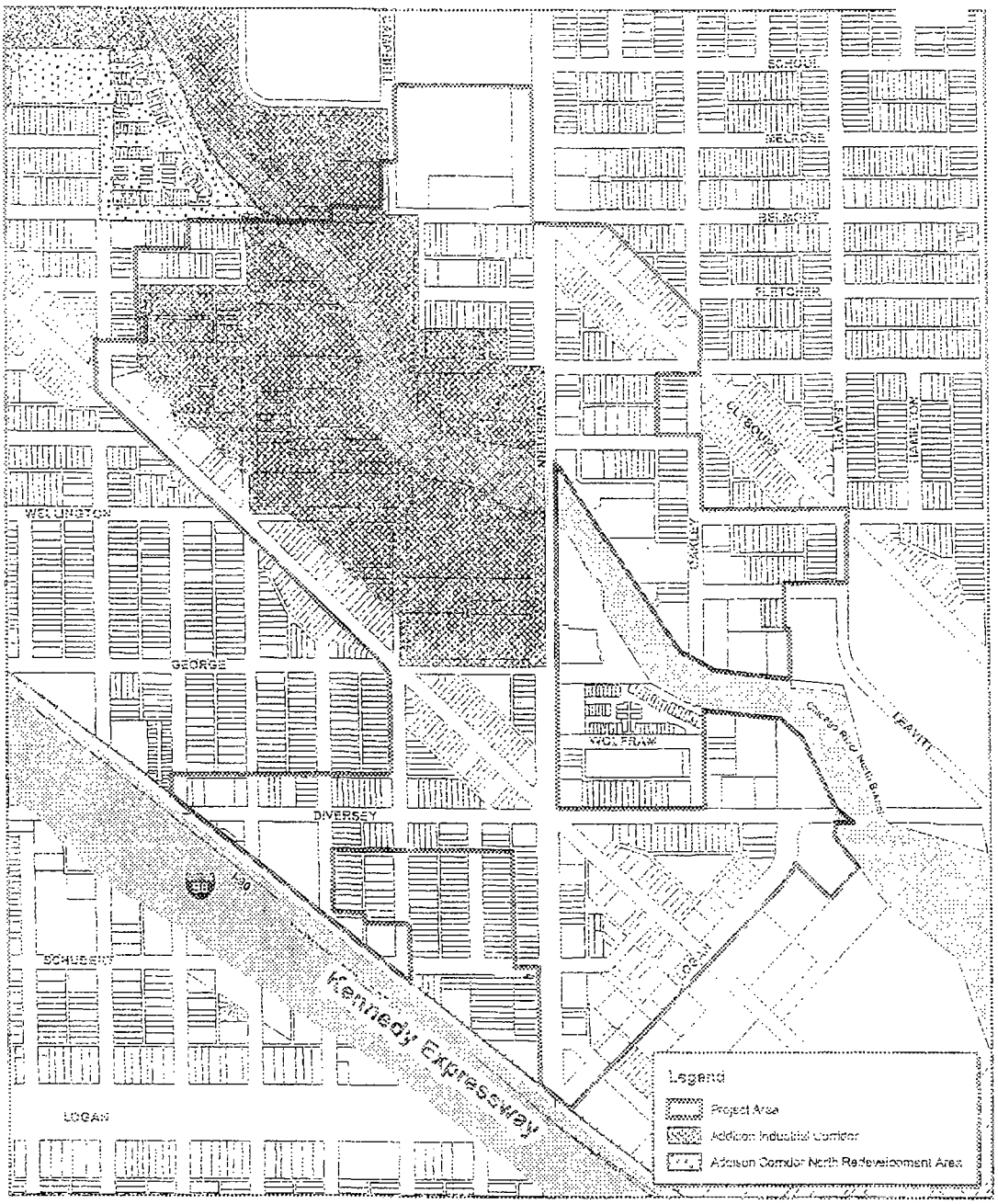
Appendix "A" -- Figure 2.
(To Addison South Redevelopment Plan And Project)

Adjacent T.I.F. Districts.



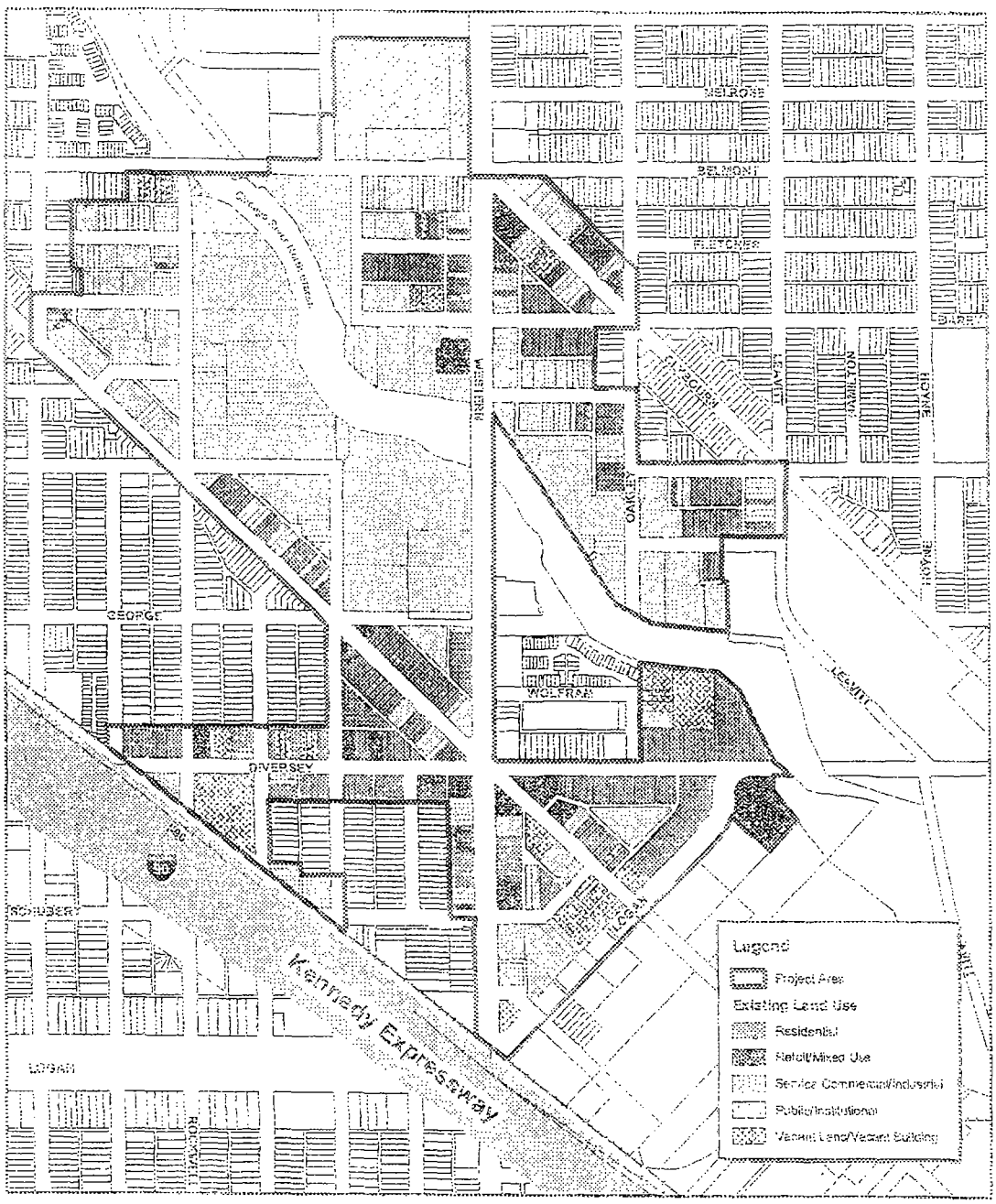
Appendix "A" -- Figure 3.
(To Addison South Redevelopment Plan And Project)

Industrial Corridors.



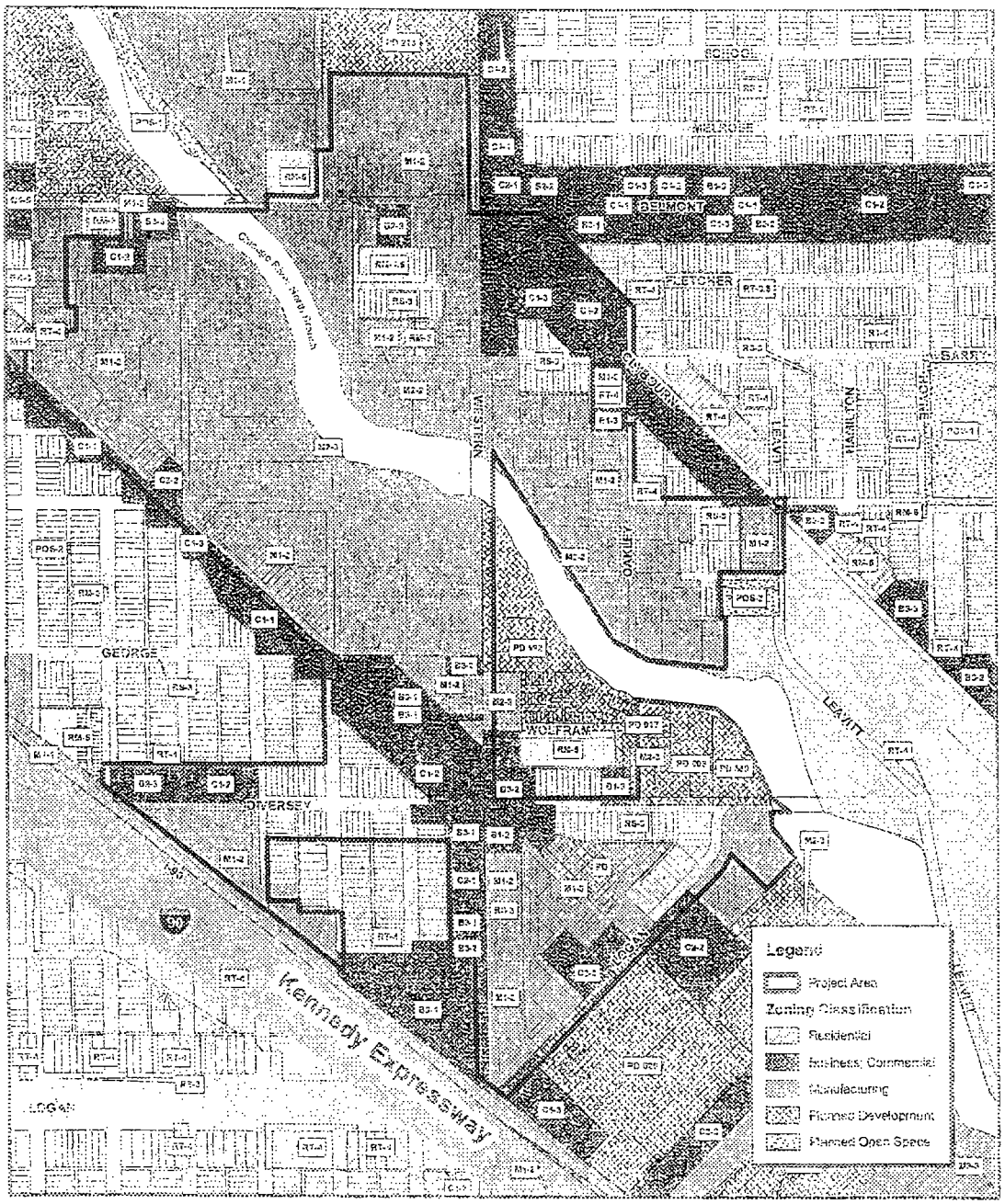
Appendix "A" -- Figure 4.
(To Addison South Redevelopment Plan And Project)

Existing Land-Use.



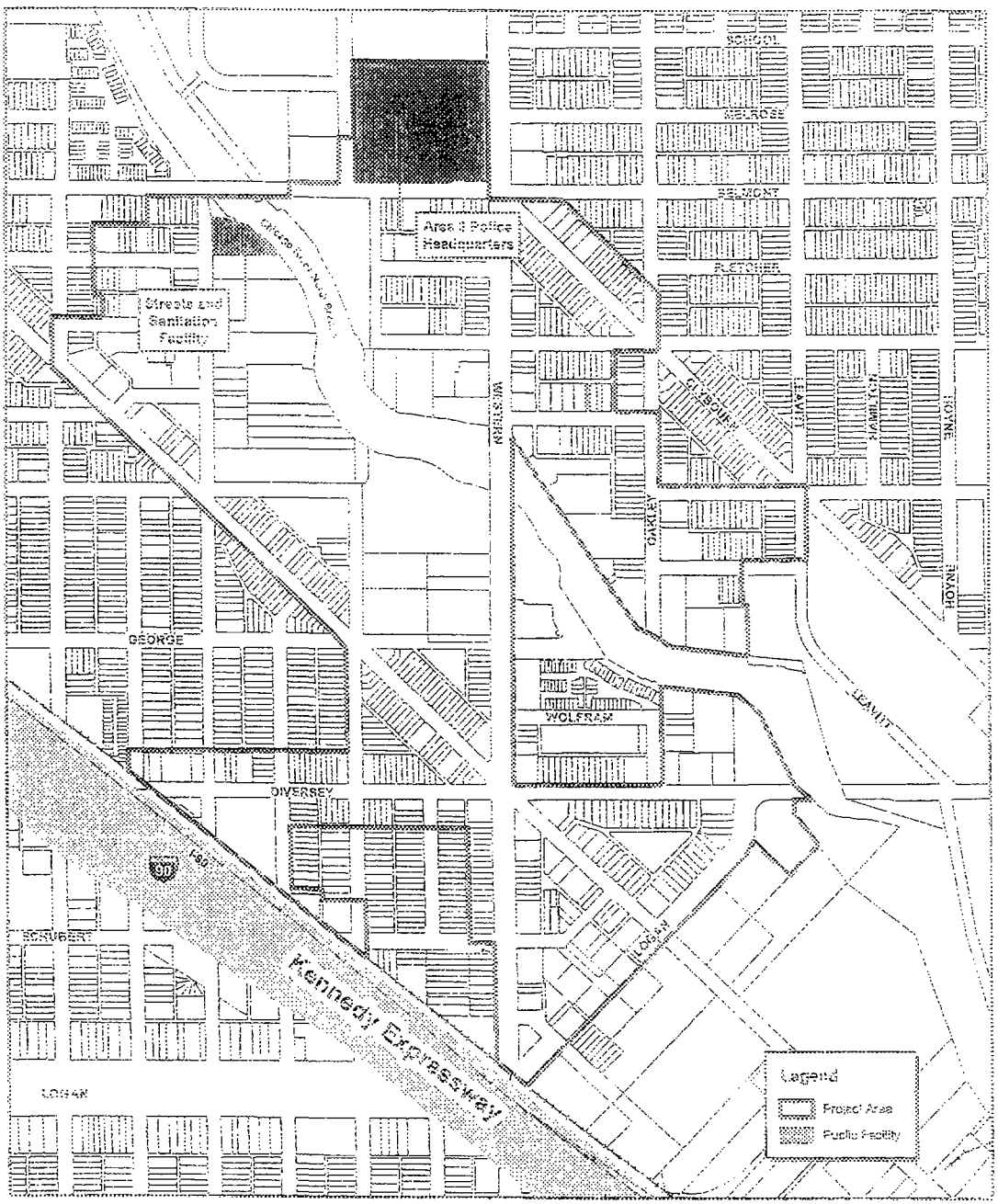
Appendix "A" -- Figure 5.
(To Addison South Redevelopment Plan And Project)

Existing Zoning.



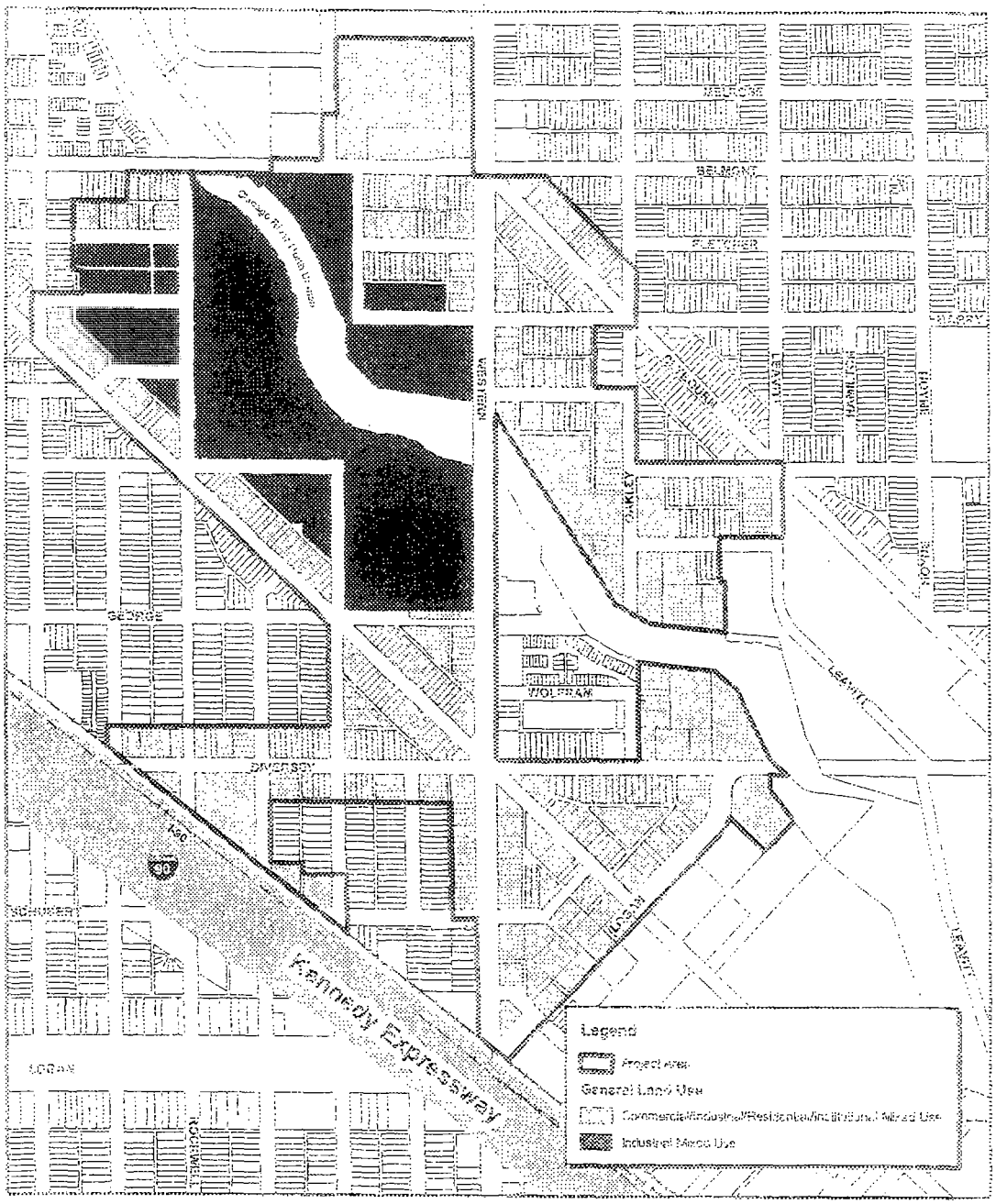
Appendix "A" -- Figure 6.
(To Addison South Redevelopment Plan And Project)

Public Facilities.



Appendix "A" -- Figure 7.
(To Addison South Redevelopment Plan And Project)

General Land-Use Plan.



Appendix "A" -- Figure 8.
(To Addison South Redevelopment
Plan And Project)

Location Of Occupied Residential Units
That May Be Removed.

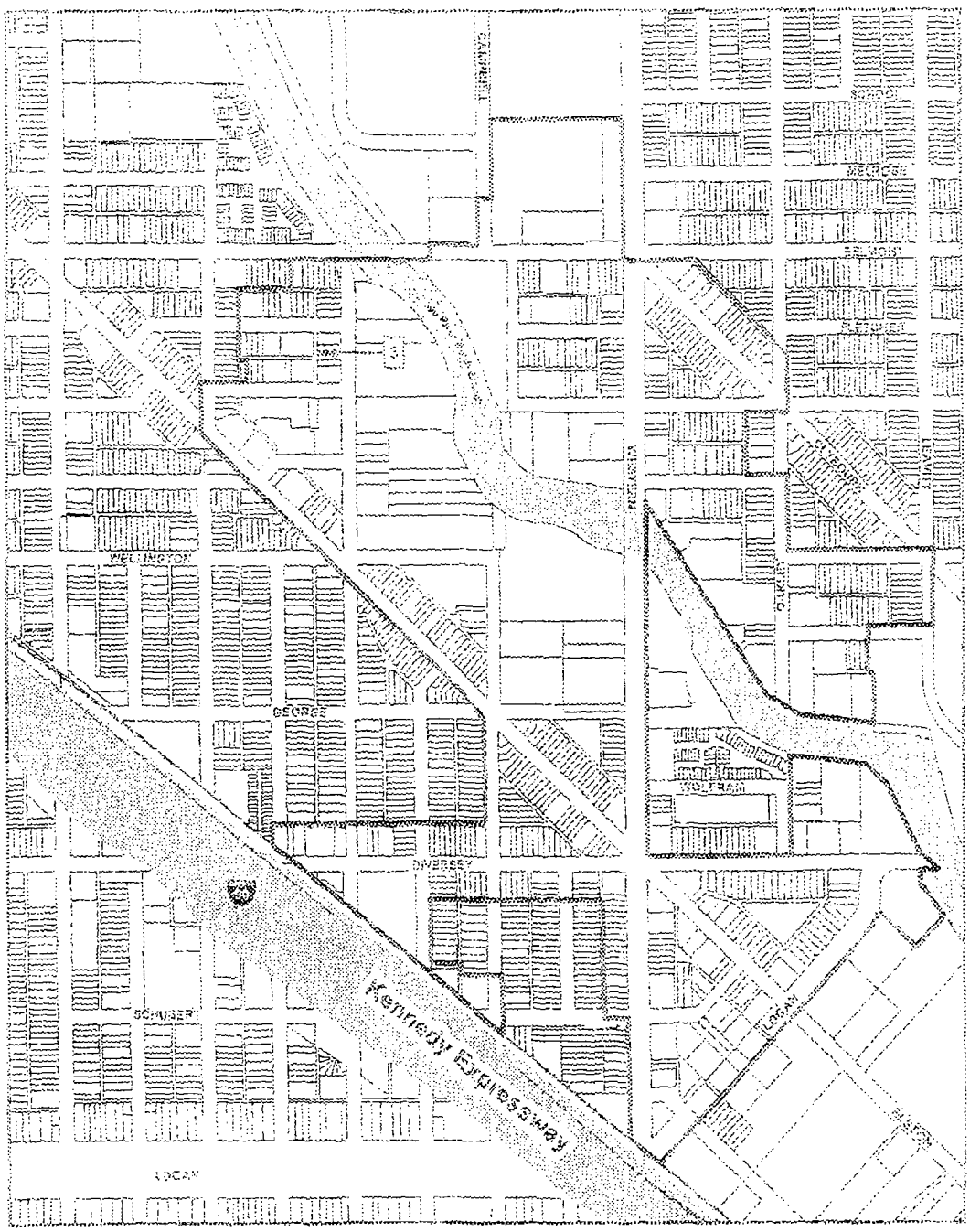


Figure "B".
(To Addison South Tax Increment Financing Redevelopment Project Area Eligibility Study)

Tax Blocks.

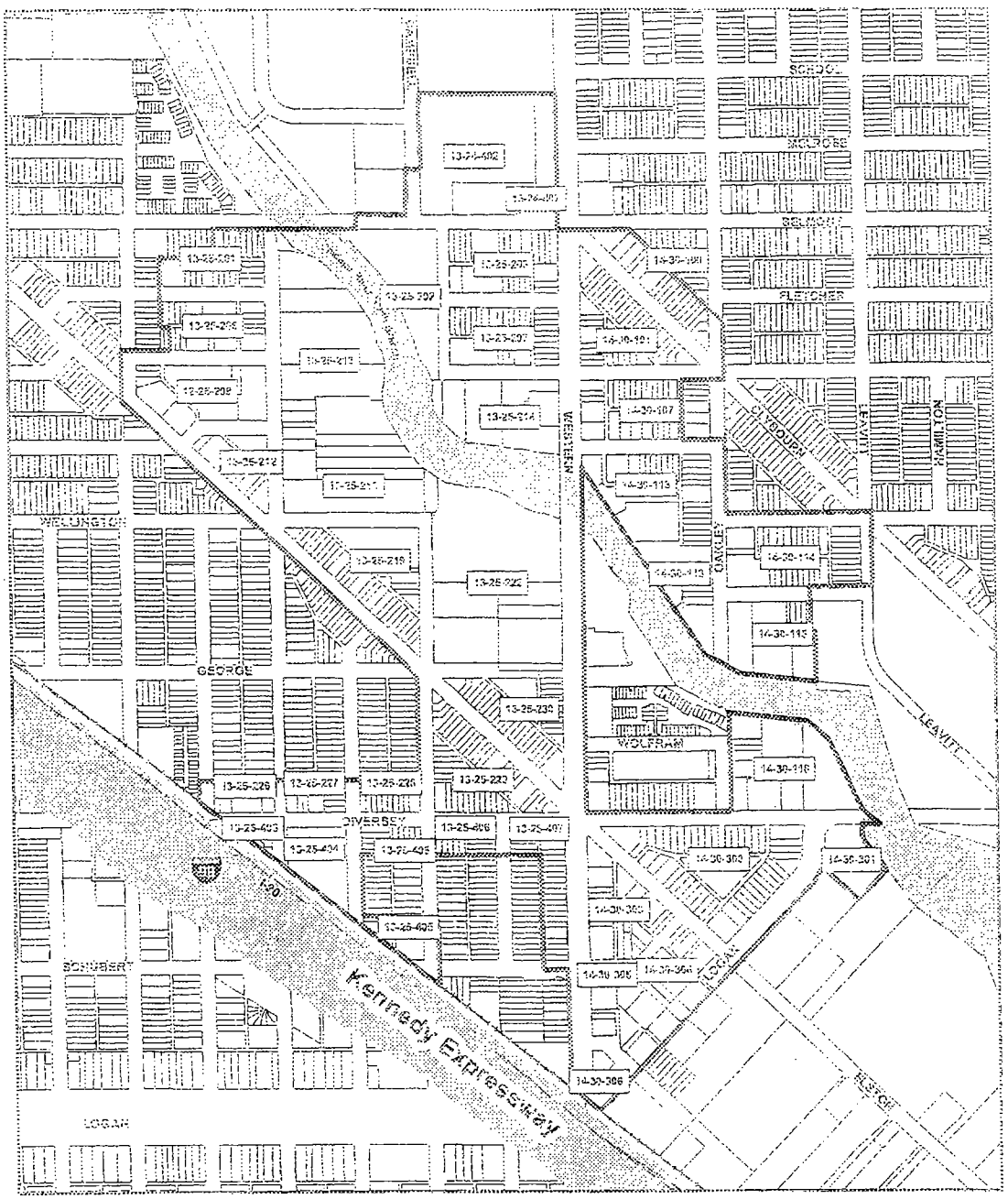


Table "B".
(To Addison South Tax Increment Financing Redevelopment Project Area Eligibility Study)

Distribution Of Conservation Area Eligibility Conditions.
(Page 1 of 2)

M = Present to a Major Extent
L = Present to a Limited Extent

	Legend of Eligibility Conditions- Improved Property
1	Dilapidation
2	Obsolescence
3	Deterioration
4	Presence of structures below minimum code standards
5	Illegal use of structures
6	Excessive vacancies
7	Lack of ventilation, light or sanitary facilities
8	Inadequate utilities
9	Excessive land coverage or overcrowding of community facilities
10	Deleterious land use or layout
11	Environmental contamination
12	Lack of community planning
13	Lagging or declining EAV

	Conservation Area Eligibility Conditions												
Tax Blocks	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
13-24-402													M
13-24-407													M
13-25-201		M	L						M			M	M
13-25-202													M
13-25-203		M	M			L			M			M	M
13-25-206		M	M	L		L			M	L		M	M
13-25-207		L	M			L			L	L		L	M
13-25-209	L	M	M	L		L			M			M	M
13-25-212		M	M						M			M	M
13-25-213		M	M						M			M	M
13-25-214		M	M						M			M	M
13-25-219		M	L	M		L			L			M	M
13-25-222		M	M			L			M	L		M	M

Table "B".
(To Addison South Tax Increment Financing Redevelopment Project Area Eligibility Study)

Distribution Of Conservation Area Eligibility Conditions.
(Page 2 of 2)

	Conservation Area Eligibility Conditions												
Tax Blocks	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
13-25-226													M
13-25-227		L	L						L			L	M
13-25-228		L	M			M							M
13-25-229		L	L			L			L				M
13-25-230		L	L	L					L				M
13-25-403		M	M						M	M		M	M
13-25-404		M	M			M			M			M	M
13-25-405		L	L			L			L			L	M
13-25-406			L						L				M
13-25-407		M	L			L			M			L	M
14-30-100		M	M			L			L				M
14-30-101		L	M			L			L	L		L	M
14-30-107		M	M						L			L	M
14-30-113		L	M						L	L		L	M
14-30-114		L	M			L			L	L		L	M
14-30-115		L	M							L			M
14-30-118		L	M						L	L		L	M
14-30-300		L	M			L			L	L		L	M
14-30-301		M	M						M				M
14-30-303		M	M	L					L	L		L	M
14-30-304		M	M			L			M			M	M
14-30-305		L	M						M			M	M
14-30-306		M	M			M				M		M	M
Present to a Major Extent	0	18	24	1		3			14	2		14	36
Present to a Minor Extent	1	13	8	4		14			15	10		11	0
Total Affected Tax Blocks	1	31	32	5		17			29	12		25	36
% of Blocks Affected	3%	86%	89%	14%		47%			81%	33%		69%	100%

Appendix "D".
(To Addison South Redevelopment
Plan And Project)

Initial Equalized Assessed Value (E.A.V.) Of Property Within The Addison South Tax Increment Financing Redevelopment Project Area.

(Page 1 of 11)

PIN	2005 EAV
13-24-402-010-0000	$0
13-24-407-007-0000	$0
13-24-407-008-0000	$0
13-25-201-005-0000	$295,542
13-25-201-006-0000	$13,146
13-25-201-007-0000	$13,146
13-25-201-008-0000	$13,146
13-25-201-009-0000	$13,146
13-25-201-010-0000	$13,146
13-25-201-011-0000	$24,055
13-25-201-012-0000	$6,336
13-25-201-030-0000	$0
13-25-201-017-0000	$0
13-25-201-018-0000	$52,875
13-25-201-019-0000	$52,875
13-25-201-020-0000	$53,905
13-25-201-021-0000	$74,723
13-25-201-022-0000	$70,863
13-25-201-023-0000	$70,863
13-25-201-024-0000	$70,863
13-25-201-025-0000	$70,792
13-25-201-026-0000	$98,956
13-25-201-027-0000	$64,341
13-25-201-028-0000	$64,631
13-25-201-029-0000	$117,107
13-25-202-015-0000	$792,299
13-25-203-001-0000	$84,878
13-25-203-002-0000	$83,094
13-25-203-003-0000	$83,094
13-25-203-004-0000	$25,287
13-25-203-010-0000	$69,404
13-25-203-011-0000	$69,800
13-25-203-014-0000	$126,145
13-25-203-015-0000	$53,692

PIN	2005 EAV
13-25-203-017-0000	$51,575
13-25-203-028-0000	$40,453
13-25-203-029-0000	$58,678
13-25-203-030-0000	$47,844
13-25-203-031-0000	$53,797
13-25-203-032-0000	$23,285
13-25-203-036-0000	$75,747
13-25-203-037-0000	$9,352
13-25-203-038-0000	$37,745
13-25-203-039-0000	$38,387
13-25-203-040-0000	$382,423
13-25-203-041-0000	$192,128
13-25-203-043-0000	$82,531
13-25-203-044-0000	$237,873
13-25-203-045-0000	$126,145
13-25-206-005-0000	$23,230
13-25-206-006-0000	$20,124
13-25-206-007-0000	$20,026
13-25-206-008-0000	$161,213
13-25-206-009-0000	$144,381
13-25-206-012-0000	$124,473
13-25-206-013-0000	$9,666
13-25-206-014-0000	$8,108
13-25-206-020-0000	$32,060
13-25-206-021-0000	$32,060
13-25-206-022-0000	$55,047
13-25-206-027-0000	$20,165
13-25-206-028-0000	$195,062
13-25-206-029-0000	$23,801
13-25-206-030-0000	$70,382
13-25-206-031-0000	$279,057
13-25-206-032-0000	$199,731
13-25-207-002-0000	$145,550

Appendix "D".
(To Addison South Redevelopment Plan And Project)

Initial Equalized Assessed Value (E.A.V.) Of Property Within The Addison South Tax Increment Financing Redevelopment Project Area.

(Page 2 of 11)

PIN	2005 EAV
13-25-207-003-0000	$73,873
13-25-207-004-0000	$9,685
13-25-207-005-0000	$72,565
13-25-207-006-0000	$61,036
13-25-207-007-0000	$101,811
13-25-207-008-0000	$50,248
13-25-207-009-0000	$5,204
13-25-207-010-0000	$52,260
13-25-207-011-0000	$74,750
13-25-207-012-0000	$50,010
13-25-207-013-0000	$13,161
13-25-207-014-0000	$51,856
13-25-207-015-0000	$294,878
13-25-207-016-0000	$72,573
13-25-207-017-0000	$60,426
13-25-207-018-0000	$65,953
13-25-207-022-0000	$57,189
13-25-207-023-0000	$51,403
13-25-207-024-0000	$52,770
13-25-207-025-0000	$12,816
13-25-207-026-0000	$60,613
13-25-207-027-0000	$71,390
13-25-207-028-0000	$75,971
13-25-207-029-0000	$13,537
13-25-207-030-0000	$61,232
13-25-207-031-0000	$110,605
13-25-207-032-1001	$61,035
13-25-207-032-1002	$49,359
13-25-207-032-1003	$46,362
13-25-207-033-0000	$145,799
13-25-209-001-0000	$54,895
13-25-209-002-0000	$52,946
13-25-209-003-0000	$12,745
13-25-209-008-0000	$236,179

PIN	2005 EAV
13-25-209-011-0000	$427,495
13-25-209-012-0000	$345,385
13-25-209-013-0000	$688,325
13-25-209-014-0000	$49,979
13-25-209-015-0000	$433,525
13-25-212-001-0000	$42,319
13-25-212-007-0000	$65,940
13-25-212-008-0000	$64,522
13-25-212-009-0000	$64,522
13-25-212-010-0000	$96,669
13-25-212-011-0000	$47,876
13-25-212-012-0000	$136,939
13-25-212-013-0000	$210,796
13-25-212-014-0000	$306,883
13-25-213-001-0000	$0
13-25-213-003-0000	$86,798
13-25-213-004-0000	$120,451
13-25-213-005-0000	$59,320
13-25-213-006-0000	$93,607
13-25-213-007-0000	$110,968
13-25-213-009-0000	$184,093
13-25-213-012-0000	$1,964,199
13-25-213-014-0000	$229,149
13-25-213-016-0000	$212,331
13-25-213-018-0000	$162,988
13-25-213-019-0000	$169,141
13-25-213-021-0000	$0
13-25-213-022-0000	$231,493
13-25-213-023-0000	$778,617
13-25-213-026-0000	$622,147
13-25-213-027-0000	$443,330
13-25-214-001-0000	$52,856
13-25-214-002-0000	$411,267

Appendix "D".
(To Addison South Redevelopment Plan And Project)

Initial Equalized Assessed Value (E.A.V.) Of Property Within The Addison South Tax Increment Financing Redevelopment Project Area.

(Page 3 of 11)

PIN	2005 EAV
13-25-214-005-0000	$863,607
13-25-214-008-0000	$134,712
13-25-214-009-0000	$276,697
13-25-214-010-0000	$575,474
13-25-219-001-0000	$156,658
13-25-219-002-0000	$49,916
13-25-219-003-0000	$75,111
13-25-219-004-0000	$33,546
13-25-219-005-0000	$8,024
13-25-219-006-0000	$39,014
13-25-219-007-0000	$38,839
13-25-219-008-0000	$19,630
13-25-219-009-0000	$57,171
13-25-219-010-0000	$170,739
13-25-219-011-0000	$56,217
13-25-219-012-0000	$165,969
13-25-219-013-0000	$38,741
13-25-219-014-0000	$62,478
13-25-219-015-0000	$182,763
13-25-219-016-0000	$138,788
13-25-219-020-0000	$52,313
13-25-219-021-0000	$71,800
13-25-219-022-0000	$99,060
13-25-219-023-0000	$74,160
13-25-219-024-0000	$72,524
13-25-219-025-0000	$79,362
13-25-219-026-0000	$25,689
13-25-219-027-0000	$21,531
13-25-219-028-0000	$59,161
13-25-219-047-0000	$39,281
13-25-219-048-0000	$31,055
13-25-219-049-0000	$49,556
13-25-219-050-0000	$136,208
13-25-219-051-0000	$72,835

PIN	2005 EAV
13-25-219-062-0000	$952,637
13-25-219-063-0000	$16,843
13-25-219-064-0000	$80,960
13-25-222-004-0000	$375,855
13-25-222-005-0000	$1,399
13-25-222-006-0000	$236,028
13-25-222-007-0000	$232,215
13-25-222-008-0000	$790,676
13-25-222-009-0000	$435,178
13-25-222-010-0000	$2,563,091
13-25-222-011-0000	$72,414
13-25-222-012-0000	$1,177
13-25-222-013-0000	$0
13-25-226-030-0000	$15,026
13-25-226-031-0000	$31,254
13-25-226-032-0000	$80,539
13-25-226-033-0000	$33,658
13-25-227-033-0000	$62,137
13-25-227-034-0000	$174,411
13-25-227-035-0000	$100,412
13-25-227-036-0000	$170,045
13-25-227-037-0000	$40,780
13-25-227-038-0000	$59,153
13-25-227-039-0000	$32,274
13-25-227-040-0000	$40,769
13-25-227-043-0000	$158,680
13-25-228-036-0000	$49,905
13-25-228-037-0000	$10,701
13-25-228-038-0000	$13,895
13-25-228-039-0000	$33,782
13-25-228-040-0000	$33,017
13-25-228-041-0000	$13,895
13-25-228-042-0000	$17,321
13-25-228-043-0000	$17,321

Appendix "D".
(To Addison South Redevelopment Plan And Project)

Initial Equalized Assessed Value (E.A.V.) Of Property Within The Addison South Tax Increment Financing Redevelopment Project Area.

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PIN	2005 EAV
13-25-228-044-0000	$17,321
13-25-228-045-0000	$382,073
13-25-229-001-0000	$37,028
13-25-229-002-0000	$54,637
13-25-229-003-0000	$53,737
13-25-229-004-0000	$55,548
13-25-229-005-0000	$35,823
13-25-229-006-0000	$60,060
13-25-229-007-0000	$66,793
13-25-229-008-0000	$324,297
13-25-229-009-0000	$50,477
13-25-229-010-0000	$72,403
13-25-229-011-0000	$58,730
13-25-229-012-0000	$26,030
13-25-229-013-0000	$58,407
13-25-229-014-0000	$54,069
13-25-229-015-0000	$34,845
13-25-229-016-0000	$65,024
13-25-229-017-0000	$10,778
13-25-229-018-0000	$40,672
13-25-229-019-0000	$65,489
13-25-229-020-0000	$59,653
13-25-229-023-0000	$55,263
13-25-229-024-0000	$94,049
13-25-229-025-0000	$53,351
13-25-229-026-0000	$50,647
13-25-229-027-0000	$40,019
13-25-229-028-0000	$69,554
13-25-229-029-0000	$40,445
13-25-229-030-0000	$41,444
13-25-229-031-0000	$58,970
13-25-229-032-0000	$67,969
13-25-229-033-0000	$59,880
13-25-229-034-0000	$58,790

PIN	2005 EAV
13-25-229-035-0000	$165,455
13-25-229-036-0000	$58,790
13-25-229-037-0000	$39,787
13-25-229-038-0000	$58,987
13-25-229-039-0000	$10,382
13-25-229-040-0000	$222,448
13-25-229-041-0000	$48,687
13-25-229-042-0000	$77,518
13-25-229-043-0000	$68,040
13-25-229-044-0000	$143,812
13-25-229-045-0000	$58,623
13-25-229-046-0000	$83,037
13-25-230-001-0000	$68,945
13-25-230-002-0000	$34,087
13-25-230-003-0000	$50,453
13-25-230-004-0000	$39,489
13-25-230-005-0000	$39,148
13-25-230-006-0000	$39,632
13-25-230-007-0000	$58,328
13-25-230-008-0000	$44,470
13-25-230-009-0000	$71,592
13-25-230-010-0000	$54,190
13-25-230-011-0000	$69,310
13-25-230-012-0000	$39,353
13-25-230-013-0000	$55,242
13-25-230-014-0000	$51,412
13-25-230-015-0000	$8,738
13-25-230-016-0000	$61,896
13-25-230-017-0000	$69,546
13-25-230-018-0000	$69,273
13-25-230-019-0000	$43,087
13-25-230-020-0000	$37,274
13-25-230-021-0000	$27,735
13-25-230-032-0000	$53,212

Appendix "D".
(To Addison South Redevelopment Plan And Project)

Initial Equalized Assessed Value (E.A.V.) Of Property Within The Addison South Tax Increment Financing Redevelopment Project Area.

(Page 5 of 11)

PIN	2005 EAV
13-25-230-033-0000	$48,576
13-25-230-034-0000	$54,855
13-25-230-035-0000	$43,656
13-25-230-036-0000	$41,273
13-25-230-037-0000	$58,735
13-25-230-038-0000	$43,224
13-25-230-039-0000	$57,198
13-25-230-040-0000	$58,730
13-25-230-041-0000	$58,345
13-25-230-042-0000	$9,490
13-25-230-044-0000	$314,721
13-25-230-045-0000	$242,572
13-25-403-028-0000	$252,180
13-25-403-029-0000	RAILROAD
13-25-404-001-0000	$1,206,681
13-25-405-001-0000	$25,935
13-25-405-002-0000	$25,935
13-25-405-003-0000	$59,416
13-25-405-004-0000	$47,513
13-25-405-005-0000	$39,746
13-25-405-016-0000	$55,110
13-25-405-017-0000	$122,771
13-25-405-018-0000	$79,621
13-25-405-019-0000	$78,403
13-25-405-020-0000	$57,220
13-25-405-021-0000	$56,518
13-25-405-022-0000	$75,810
13-25-405-033-0000	$330,995
13-25-406-002-0000	$78,400
13-25-406-003-0000	$78,542
13-25-406-004-0000	$57,133
13-25-406-005-0000	$25,690
13-25-406-023-0000	$244,845
13-25-406-024-0000	$53,865

PIN	2005 EAV
13-25-406-025-0000	$56,267
13-25-406-026-0000	$55,595
13-25-406-047-1001	$66,959
13-25-406-047-1002	$66,959
13-25-406-047-1003	$89,279
13-25-407-001-0000	$158,183
13-25-407-002-0000	$56,287
13-25-407-003-0000	$63,235
13-25-407-004-0000	$59,361
13-25-407-024-0000	$198,603
13-25-407-025-0000	$31,831
13-25-407-026-0000	$24,741
13-25-407-027-0000	$108,357
13-25-407-028-0000	$248,101
13-25-407-029-0000	$248,101
13-25-407-030-0000	$57,935
13-25-407-031-0000	$25,140
13-25-407-032-0000	$24,405
13-25-407-033-0000	$24,405
13-25-407-034-0000	$25,140
13-25-407-035-0000	$71,704
13-25-407-036-0000	$81,547
13-25-407-037-0000	$75,747
13-25-407-038-0000	$65,478
13-25-407-039-0000	$74,095
13-25-407-040-0000	$45,829
13-25-407-041-0000	$78,649
13-25-407-042-0000	$147,698
13-25-407-043-0000	$55,490
14-30-100-019-0000	$489,550
14-30-100-020-0000	$140,242
14-30-100-021-0000	$205,597
14-30-100-022-0000	$91,522

Appendix "D".
(To Addison South Redevelopment Plan And Project)

Initial Equalized Assessed Value (E.A.V.) Of Property Within The Addison South Tax Increment Financing Redevelopment Project Area.

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PIN	2005 EAV
14-30-100-023-0000	$140,933
14-30-100-024-0000	$260,395
14-30-100-025-0000	$86,798
14-30-100-026-0000	$52,043
14-30-100-027-0000	$179,771
14-30-100-028-0000	$113,136
14-30-100-029-0000	$86,971
14-30-100-030-0000	$222,541
14-30-100-031-0000	$217,899
14-30-100-032-0000	$217,899
14-30-100-033-0000	$105,226
14-30-100-034-0000	$118,796
14-30-100-035-0000	$56,786
14-30-100-036-0000	$102,775
14-30-101-001-0000	$253,631
14-30-101-002-0000	$36,882
14-30-101-003-0000	$73,078
14-30-101-004-0000	$456,331
14-30-101-005-0000	$56,307
14-30-101-006-0000	$63,307
14-30-101-007-0000	$128,571
14-30-101-008-0000	$128,571
14-30-101-009-0000	$4,491
14-30-101-010-0000	$96,800
14-30-101-011-0000	$83,923
14-30-101-012-0000	$13,876
14-30-101-013-0000	$28,644
14-30-101-014-0000	$59,695
14-30-101-015-0000	$75,952
14-30-101-016-0000	$244,970
14-30-101-017-0000	$70,292
14-30-101-018-0000	$114,364
14-30-101-019-0000	$193,906
14-30-101-020-0000	$189,041
14-30-101-021-0000	$180,132
14-30-101-022-0000	$109,201
14-30-101-023-0000	$73,750
14-30-101-024-0000	$83,654
14-30-101-025-0000	$68,002
14-30-101-026-0000	$87,399
14-30-101-027-0000	$98,655
14-30-101-028-0000	$67,166
14-30-101-029-0000	$117,700
14-30-101-030-0000	$122,211
14-30-101-031-0000	$172,851
14-30-101-032-0000	$37,565
14-30-101-033-0000	$131,559
14-30-101-034-0000	$80,922
14-30-101-035-0000	$196,360
14-30-101-036-0000	$84,575
14-30-101-037-0000	$173,755
14-30-107-001-0000	$71,699
14-30-107-002-0000	$57,954
14-30-107-003-0000	$48,586
14-30-107-004-0000	$115,673
14-30-107-008-0000	$118,154
14-30-107-009-0000	$79,009
14-30-107-010-0000	$87,477
14-30-107-011-0000	$78,855
14-30-107-012-0000	$106,370
14-30-107-013-0000	$55,701
14-30-107-014-0000	$32,165
14-30-107-015-0000	$27,812
14-30-107-016-0000	$80,568
14-30-107-017-0000	$76,491
14-30-107-018-0000	$74,065
14-30-107-019-0000	$213,309

Appendix "D".
(To Addison South Redevelopment Plan And Project)

Initial Equalized Assessed Value (E.A.V.) Of Property Within The Addison South Tax Increment Financing Redevelopment Project Area.

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PIN	2005 EAV
14-30-107-020-0000	$223,060
14-30-107-021-0000	$203,933
14-30-107-024-0000	$134,772
14-30-107-025-0000	$91,629
14-30-107-026-0000	$81,509
14-30-107-027-0000	$132,909
14-30-107-028-0000	$174,274
14-30-107-036-0000	$136,600
14-30-107-037-0000	$196,907
14-30-113-005-0000	$141,381
14-30-113-006-0000	$106,447
14-30-113-007-0000	$95,789
14-30-113-008-0000	$122,309
14-30-113-009-0000	$122,309
14-30-113-010-0000	$89,806
14-30-113-011-0000	$104,963
14-30-113-012-0000	$34,027
14-30-113-015-0000	$78,494
14-30-113-016-0000	$63,214
14-30-113-017-0000	$65,665
14-30-113-018-0000	$58,876
14-30-113-019-0000	$88,389
14-30-113-023-0000	$14,996
14-30-113-024-0000	$14,671
14-30-113-025-0000	$120,364
14-30-113-026-0000	$18,031
14-30-113-027-0000	$77,357
14-30-113-028-0000	$70,888
14-30-113-029-0000	$65,439
14-30-113-030-0000	$824,184
14-30-113-031-0000	$31,096
14-30-113-032-0000	$3,437
14-30-113-033-0000	$88,826
14-30-113-034-0000	$91,762

PIN	2005 EAV
14-30-113-035-0000	$58,967
14-30-113-036-0000	$103,802
14-30-113-038-0000	$246,558
14-30-113-039-0000	$0
14-30-113-040-0000	$241,353
14-30-113-041-0000	$0
14-30-113-043-0000	$362,968
14-30-113-044-0000	$134,439
14-30-114-004-0000	$99,057
14-30-114-010-0000	$70,349
14-30-114-011-0000	$70,305
14-30-114-012-0000	$23,714
14-30-114-013-0000	$80,094
14-30-114-014-0000	$75,951
14-30-114-015-0000	$75,131
14-30-114-016-0000	$67,844
14-30-114-017-0000	$13,114
14-30-114-018-0000	$37,353
14-30-114-019-0000	$98,528
14-30-114-020-0000	$206,178
14-30-114-023-0000	$103,606
14-30-114-024-0000	$70,199
14-30-114-025-0000	$13,114
14-30-114-026-0000	$58,397
14-30-114-027-0000	$78,968
14-30-114-028-0000	$50,559
14-30-114-029-0000	$13,114
14-30-114-030-0000	$67,120
14-30-114-031-0000	$52,076
14-30-114-032-0000	$21,137
14-30-114-033-0000	$183,033
14-30-114-034-0000	$104,499
14-30-114-035-0000	$74,821
14-30-114-036-0000	$96,883

Appendix "D".
(To Addison South Redevelopment Plan And Project)

Initial Equalized Assessed Value (E.A.V.) Of Property Within The Addison South Tax Increment Financing Redevelopment Project Area.

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PIN	2005 EAV
14-30-114-037-0000	$18,031
14-30-114-038-0000	$73,800
14-30-114-039-0000	$44,300
14-30-114-040-0000	$13,114
14-30-114-041-0000	$13,114
14-30-114-042-0000	$35,383
14-30-114-043-0000	$459,042
14-30-114-045-0000	$510,739
14-30-115-001-0000	$480,611
14-30-115-002-0000	$101,988
14-30-115-003-0000	$79,523
14-30-115-004-0000	$72,734
14-30-115-005-0000	$56,381
14-30-115-006-0000	$329,255
14-30-115-007-0000	$397,539
14-30-115-008-0000	$0
14-30-115-009-0000	$0
14-30-118-005-0000	$38,775
14-30-118-006-0000	$24,585
14-30-118-010-0000	$178,826
14-30-118-013-0000	$76,272
14-30-118-014-0000	$50,845
14-30-118-021-0000	$42,201
14-30-118-022-0000	$104,644
14-30-118-023-0000	$283,207
14-30-118-024-0000	$127,030
14-30-118-026-1001	$111,927
14-30-118-026-1002	$111,927

PIN	2005 EAV
14-30-118-026-1003	$116,254
14-30-118-026-1004	$126,765
14-30-118-026-1005	$73,729
14-30-118-026-1006	$84,880
14-30-118-026-1007	$73,729
14-30-118-026-1008	$73,729
14-30-118-026-1009	$73,729
14-30-118-026-1010	$73,729
14-30-118-026-1011	$73,729
14-30-118-026-1012	$73,729
14-30-118-026-1013	$89,880
14-30-118-026-1014	$89,880
14-30-118-026-1015	$66,996
14-30-118-026-1016	$78,960
14-30-118-026-1017	$95,814
14-30-118-026-1018	$87,929
14-30-118-026-1019	$89,030
14-30-118-026-1020	$53,900
14-30-118-026-1021	$47,189
14-30-118-026-1022	$47,189
14-30-118-026-1023	$35,600
14-30-118-026-1024	$47,966
14-30-118-026-1025	$47,966
14-30-118-026-1026	$47,966
14-30-118-026-1027	$47,966
14-30-118-026-1028	$35,600
14-30-118-026-1029	$35,976
14-30-118-026-1030	$43,403

Appendix "D".
(To Addison South Redevelopment
Plan And Project)

Initial Equalized Assessed Value (E.A.V.) Of Property Within The Addison South Tax Increment Financing Redevelopment Project Area.

(Page 9 of 11)

PIN	2005 EAV
14-30-118-026-1031	$48,403
14-30-118-026-1032	$50,583
14-30-118-026-1033	$50,583
14-30-118-026-1034	$37,844
14-30-118-026-1035	$41,954
14-30-118-026-1036	$41,954
14-30-118-026-1037	$41,954
14-30-118-026-1038	$34,105
14-30-118-026-1039	$35,518
14-30-118-026-1040	$34,105
14-30-118-026-1041	$27,752
14-30-118-026-1042	$34,019
14-30-118-026-1043	$34,019
14-30-118-026-1044	$49,711
14-30-118-026-1045	$49,711
14-30-118-026-1046	$44,711
14-30-118-026-1047	$51,020
14-30-118-026-1048	$38,219
14-30-118-026-1049	$38,219
14-30-118-026-1050	$36,349
14-30-118-026-1051	$37,813
14-30-118-026-1052	$36,349
14-30-118-026-1053	$46,454
14-30-118-026-1054	$46,454
14-30-118-026-1055	$38,590
14-30-118-026-1056	$34,480
14-30-118-026-1057	$40,901
14-30-118-026-1058	$40,901

PIN	2005 EAV
14-30-118-026-1059	$47,400
14-30-118-026-1060	$42,400
14-30-118-026-1061	$40,831
14-30-118-026-1062	$7,324
14-30-118-026-1063	$7,324
14-30-118-026-1064	$7,324
14-30-118-026-1065	$7,324
14-30-118-026-1066	$7,324
14-30-118-026-1067	$7,324
14-30-118-026-1068	$7,324
14-30-118-026-1069	$7,324
14-30-118-026-1070	$7,324
14-30-118-026-1071	$7,324
14-30-118-026-1072	$7,324
14-30-118-026-1073	$7,324
14-30-118-026-1074	$7,324
14-30-118-026-1075	$7,324
14-30-118-026-1076	$7,324
14-30-118-026-1077	$7,324
14-30-118-026-1078	$7,324
14-30-118-026-1079	$7,324
14-30-118-026-1080	$7,324
14-30-118-026-1081	$7,324
14-30-118-026-1082	$7,324
14-30-118-026-1083	$7,324
14-30-118-026-1084	$7,324
14-30-118-026-1085	$7,324
14-30-118-026-1086	$7,324

Appendix "D".
(To Addison South Redevelopment Plan And Project)

Initial Equalized Assessed Value (E.A.V.) Of Property Within The Addison South Tax Increment Financing Redevelopment Project Area.

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PIN	2005 EAV
14-30-118-026-1087	$7,324
14-30-118-026-1088	$7,324
14-30-118-026-1089	$7,324
14-30-118-026-1090	$7,324
14-30-118-026-1091	$7,324
14-30-118-026-1092	$7,324
14-30-118-026-1093	$7,324
14-30-118-026-1094	$7,324
14-30-118-026-1095	$7,324
14-30-118-026-1096	$7,324
14-30-118-026-1097	$7,324
14-30-118-026-1098	$7,324
14-30-118-026-1099	$7,324
14-30-118-026-1100	$7,324
14-30-118-026-1101	$7,324
14-30-118-026-1102	$7,324
14-30-118-026-1103	$7,324
14-30-118-026-1104	$7,324
14-30-118-026-1105	$7,324
14-30-118-026-1106	$7,324
14-30-300-001-0000	$202,193
14-30-300-002-0000	$178,012
14-30-300-003-0000	$19,437
14-30-300-004-0000	$77,430
14-30-300-005-0000	$79,348
14-30-300-006-0000	$62,458
14-30-300-007-0000	$62,458
14-30-300-008-0000	$77,425

PIN	2005 EAV
14-30-300-009-0000	$77,425
14-30-300-010-0000	$59,563
14-30-300-011-0000	$62,394
14-30-300-012-0000	$32,938
14-30-300-013-0000	$55,347
14-30-300-014-0000	$55,947
14-30-300-015-0000	$75,947
14-30-300-016-0000	$60,725
14-30-300-017-0000	$52,742
14-30-300-018-0000	$62,103
14-30-300-019-0000	$79,556
14-30-300-020-0000	$489,249
14-30-300-023-0000	$68,590
14-30-300-024-0000	$73,600
14-30-300-025-0000	$72,455
14-30-300-026-0000	$73,641
14-30-300-027-0000	$72,455
14-30-300-028-0000	$73,641
14-30-300-029-0000	$73,641
14-30-300-030-0000	$73,641
14-30-300-031-0000	$31,647
14-30-300-032-0000	$280,003
14-30-300-033-0000	$79,906
14-30-300-034-0000	$78,873
14-30-300-035-0000	$79,949
14-30-300-036-0000	$74,368
14-30-300-037-0000	$58,944
14-30-300-038-0000	$57,690

Appendix "D".
(To Addison South Redevelopment
Plan And Project)

Initial Equalized Assessed Value (E.A.V.) Of Property Within The Addison South Tax Increment Financing Redevelopment Project Area.

(Page 11 of 11)

PIN	2005 EAV
14-30-300-039-0000	$72,690
14-30-300-040-0000	$56,649
14-30-300-041-0000	$57,127
14-30-300-042-0000	$79,706
14-30-300-043-0000	$54,127
14-30-300-044-0000	$79,720
14-30-300-045-0000	$18,791
14-30-300-046-0000	$100,814
14-30-300-047-0000	$156,874
14-30-300-048-0000	$189,694
14-30-300-049-0000	$535,251
14-30-301-019-0000	$621,560
14-30-303-001-0000	$264,307
14-30-303-002-0000	$151,541
14-30-303-003-0000	$72,423
14-30-303-004-0000	$78,531
14-30-303-005-0000	$78,318
14-30-303-006-0000	$58,537
14-30-303-007-0000	$63,754
14-30-303-008-0000	$44,369
14-30-303-009-0000	$43,754
14-30-303-024-0000	$106,021
14-30-303-025-0000	$158,232
14-30-303-026-0000	$23,706
14-30-303-027-0000	$11,898
14-30-303-029-0000	$4,032
14-30-303-031-0000	$127,489
14-30-303-032-0000	$20,261
14-30-303-033-0000	$17,656
14-30-303-035-0000	$144,222
14-30-303-037-0000	$396,889
14-30-303-038-0000	$156,371
14-30-303-039-0000	$109,389
14-30-304-001-0000	$8,920
14-30-304-002-0000	$8,920
14-30-304-003-0000	$17,843
14-30-304-004-0000	$147,930
14-30-304-009-0000	$0
14-30-304-010-0000	$0
14-30-304-012-0000	$90,230
14-30-304-014-0000	$30,746
14-30-304-016-0000	$74,065
14-30-304-018-0000	$39,532
14-30-304-019-0000	$76,406
14-30-305-007-0000	$33,391
14-30-305-011-0000	$171,471
14-30-305-012-0000	$61,219
14-30-305-018-0000	$0
14-30-305-019-0000	$0
14-30-305-020-0000	$100,172
14-30-305-021-0000	$486,220
14-30-305-022-0000	$308,167
14-30-305-023-0000	$168,764
14-30-306-001-0000	$46,007
Total	**$70,991,208**

Exhibit "B".
(To Ordinance)

State of Illinois)
)SS.
County of Cook)

Certificate.

I, Jennifer Rampke, the duly authorized, qualified and executive secretary of the Community Development Commission of the City of Chicago, and the custodian of the records thereof, do hereby certify that I have compared the attached copy of a resolution adopted by the Community Development Commission of the City of Chicago at a regular meeting held on the thirteenth (13th) day of February, 2007, with the original resolution adopted at said meeting and recorded in the minutes of the Commission, and do hereby certify that said copy is a true, correct and complete transcript of said resolution.

Dated this thirteenth (13th) day of February, 2007.

(Signed) Jennifer Rampke
Executive Secretary

Resolution 07-CDC-8 referred to in this Certificate reads as follows:

Community Development Commission
Of The
City Of Chicago

Resolution 07-CDC-8

Recommending To
The City Council Of The City Of Chicago
For The Proposed
Addison South Tax Increment Allocation
Redevelopment Project Area:

Approval Of The Redevelopment Plan,

Designation As A Redevelopment Project Area

And

Adoption Of Tax Increment Allocation Financing.

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (1993) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers set forth in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, Staff of the City's Department of Planning and Development has conducted or caused to be conducted certain investigations, studies and surveys of the Addison South Tax Increment Allocation Redevelopment Project Area, the street boundaries of which are described on (Sub)Exhibit A hereto, (the "Area"), to determine the eligibility of the Area as a redevelopment project area as defined in the act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax increment Allocation Financing") and previously has presented the following documents to the Commission for its review:

Addison South T.I.F. Redevelopment Project Area Eligibility Study (the "Report"); and

Addison South T.I.F. Redevelopment Plan and Project (the "Plan"); and

Whereas, The Commission has heretofore passed Resolution 06-CDC-77 on September 12, 2006, that contains the information required by Section 5/11-74.4-4.16(a) of the Act to be included therein and that provides for the preparation of a feasibility study on designation of the Area as a Redevelopment Project Area and requires that such feasibility study include the preparation of the housing impact study set forth in Section 5/11-74.4-3(n)(5) of the Act, all as required by Section 5/11-74.4-4.1(b) of the Act, which has resulted in the preparation of the Report and the Plan being presented to the Commission; and

Whereas, A public meeting (the "Public Meeting") was held in accordance and in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on October 26, 2006, at 7:00 P.M. at The Windy City Field House, 2367 West Logan Boulevard, Chicago, Illinois 60647, being a date not less than fourteen (14) business days before the mailing of the notice of the Hearing (hereinafter defined), pursuant to notice from the City's Commissioner of the Department of Planning and Development given on October 11, 2006, being a date not less than fifteen (15) days before the date of the Public Meeting, by certified mail to all taxing districts having real property in the proposed Area and to all entities requesting that information that have taken the steps necessary to register to be included on the interested parties registry for the proposed Area in accordance with Section 5/11-74.4.2 of the Act and, with a good faith effort, by regular mail to all residents and the last known persons who paid property taxes on real estate in the proposed Area (which good faith effort was satisfied by such notice being mailed to each residential address and the person or persons in whose name property taxes were paid on real property for the last preceding year located in the proposed Area), which to the extent necessary to effectively communicate such notice, was given in English and in other languages; and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan, designating an area as a redevelopment project area or adopting tax increment allocation financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act and set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

Whereas, The Report and Plan were made available for public inspection and review since December 1, 2006, being a date not less than ten (10) days before the Commission meeting at which the Commission adopted Resolution 06-CDC-109 on December 12, 2006 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Planning and Development, Room 1000; and

Whereas, Notice of the availability of the Report and Plan, including how to obtain this information, were sent by mail on December 18, 2006, which is within a reasonable time after the adoption by the Commission of Resolution 06-CDC-109 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located outside the proposed Area and within seven hundred fifty (750) feet of the boundaries of the Area (or, if applicable, were determined to be the seven hundred fifty (750) residential addresses that were outside the proposed Area and closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

Whereas, Notice of the Hearing by publication was given at least twice, the first publication being on January 16, 2007, a date which is not more than thirty (30) nor less than ten (10) days prior to the Hearing, and the second publication being on January 23, 2007, both in the *Chicago Sun-Times,* or the *Chicago Tribune,* being newspapers of general circulation within the taxing districts having property in the Area; and

Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, on January 16, 2007, being a date not less than ten (10) days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three (3) years; and

Whereas, A good faith effort was made to give notice of the Hearing by mail to all residents of the Area by, at a minimum, giving notice by mail to each residential address located in the Area, which to the extent necessary to effectively communicate such notice was given in English and in the predominant language of residents of the Area other than English on January 16, 2007, being a date not less than ten (10) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Economic Opportunity ("D.C.E.O.") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.E.O. and all Board members, on December 15, 2006 being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing and copies of the Report and Plan were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on December 15, 2007, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, The Hearing was held on February 13, 2007 at 1:00 P.M. at City Hall, City Council Chambers, 2nd Floor, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Board meeting was convened on January 5, 2007 at 10:00 A.M. (being a date at least fourteen (14) days but not more than twenty-eight (28) days

after the date of the mailing of the notice to the taxing districts on December 15, 2006) in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to review the matters properly coming before the Board to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a Redevelopment Project Area, adoption of Tax Increment Allocation Financing within the Area and other matters, if any, properly before it, all in accordance with Section 5/11-74.4-5(b) of the Act; and

Whereas, The Commission has reviewed the Report and Plan, considered testimony from the Hearing, if any, the recommendation of the Board, if any and, such other matters or studies as the Commission deemed necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to City Council approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; now, therefore,

Be It Resolved by the Community Development Commission of the City of the City of Chicago:

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

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) the Plan either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 5/11-74.4-8 of the Act is to be made with respect

to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year of the adoption of the ordinance approving the designation of the Area as a redevelopment project area and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years;

d. to the extent required by Section 5/11-74.4-3(n) (6) of the Act, the Plan incorporates the housing impact study, if such study is required by Section 5/11-74.4-3(n)(5) of the Act;

e. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

f. as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a blighted area/conservation area as defined in the Act;

g. if the Area is qualified as a "blighted area", whether improved or vacant, each of the factors necessary to qualify the Area as a Redevelopment Project Area on that basis is (i) present, with that presence documented to a meaningful extent so that it may be reasonably found that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act;

h. if the Area is qualified as a "conservation area", the combination of the factors necessary to qualify the Area as a redevelopment project area on that basis is detrimental to the public health, safety, morals or welfare, and the Area may become a blighted area; [and]

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

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

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

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: February 13, 2007

(Sub)Exhibit "A" referred to in this Resolution 07-CDC-8 reads as follows:

(Sub)Exhibit "A".
(To Resolution 07-CDC-8)

Street Boundary.

West Belmont Avenue and the Area 5 Police Station on the north; the alley northeast of North Clybourn Avenue, North Oakley Avenue, West Wellington Avenue, North Leavitt Street, West Oakdale Avenue, Lathrop Homes and the Chicago River to the east of the Chicago River and the Chicago River, North Oakley Avenue, West Diversey Parkway and North Western Avenue to the west of the Chicago River on the east; Logan Boulevard, North Western Avenue, the alley west of North Western Avenue, the alley south of West Diversey Avenue and the alley extended between North Western Avenue and North Maplewood Avenue, North Maplewood Avenue and industrial property immediately north of the Kennedy Expressway between North Maplewood Avenue and North Campbell Avenue on the south; and the Kennedy Expressway between North Campbell Avenue and North Talman Avenue, the alley north of West Diversey Avenue, North Campbell Avenue, North Elston Avenue, North Washtenaw Avenue, West Barry Avenue, the alley east of North Washtenaw Avenue and North Campbell Avenue on the west.

Exhibit "C".
(To Ordinance)

City Of Chicago

Addison South T.I.F.

Redevelopment Project Area

Legal Description.

That part of Sections 24 and 25, Township 40 North, Range 13 East of the Third Principal Meridian, and part of Section 30, Township 40 North, Range 14 East of said Third Principal Meridian, described as follows:

beginning at the intersection of the east line of the west half of the northeast quarter of said Section 25 with the south line of West Belmont Avenue; thence east along the south line of said Belmont Avenue to the southward extension of the west line of Lot 11 in County Clerk's Division of unsubdivided lands in the southeast quarter of said Section 24; thence north along the southward extension of said Lot 11 to the north line of said Belmont Avenue; thence east along said north line to the west line of Campbell Avenue; thence north along the west line of said Campbell Avenue to the northeast corner of said Lot 11; thence east along the eastward extension of the north line of said Lot 11 to the east line of Campbell Avenue; thence north along the east line of said Campbell Avenue to the westward extension of the south line of the north 23.10 feet of Lot 23 in North Chicago Sharpshooter's Addition to Chicago in the southeast quarter of said Section 24; thence east along the last mentioned south line and its westward extension to the west line of Western Avenue; thence south along the west line of said Western Avenue to the south line of said Belmont Avenue; thence east along the south line of said Belmont Avenue to the northeasterly line of the first alley East of North Clybourn Avenue in Block 13 of Clybourn Avenue Addition to Lake View and Chicago in the northwest quarter of said Section 30; thence southeasterly along the northeasterly line of said alley and its southeasterly extension to the east line of Oakley Avenue; thence south along the east line of said Oakley Avenue and its southward extension to the eastward extension of the south line of Barry Avenue; thence west along the eastward extension of Barry Avenue and along the south line thereof to the east line of the first alley West of Oakley Avenue in Block 11 in said Clybourn Avenue Addition; thence south along the east line of said alley to the north line of Nelson Street; thence east along said Nelson Street and its eastward extension to the east line of said Oakley Avenue; thence south along the east line of said Oakley Avenue to the north line of Wellington Avenue; thence east along the north line of said Wellington Avenue and its eastward extension to the east line of Leavitt Avenue; thence south along the east line of said Leavitt Avenue and its northward

extension to the eastward extension of the north line of Oakdale Avenue; thence west along the eastward extension of the north line of said Oakdale Avenue and the north line of Oakdale Avenue to the northward extension of the west line of Lot 13 in Diversey-Clybourn Industrial and Commercial District, being an Owners Division in the northwest quarter of said Section 30; thence south along said northward extension and along the west line of said Lot 13 to the southwest corner thereof; thence east along the south line of said Lot 13 to the west line of Lot 12 in Diversey-Clybourn Industrial and Commercial District aforesaid; thence south along the west line of said Lot 12 to the northerly line of the north branch of the Chicago River; thence westerly and northwesterly along the northerly and northeasterly line of the said north branch of the Chicago River to the northward extension of the east line of Western Avenue; thence south along the northward extension of the east line of Western Avenue and along the east line of said Western Avenue and its extensions to the north line of Diversey Avenue; thence east along the north line of said Diversey Avenue and its eastward extension to the east line of Oakley Avenue; thence north along the east line of said Oakley Avenue and its northward extension to the southerly line of the said north branch of the Chicago River; thence easterly and southeasterly along the southerly and southwesterly line of said north branch of the Chicago River to the south line of Diversey Avenue; thence west along the south line of said Diversey Avenue to the westerly line of the said north branch of the Chicago River; thence south and southeasterly along the westerly line and southwesterly of said Chicago River to southeast corner of Tax identification Number 14-30-301-019; thence southwesterly along the south line of said tax identification Number 14-30-301-019 to the southwest corner thereof; thence northwesterly along the southwesterly line of said Tax Identification to the southeasterly line of Logan Boulevard; thence southwesterly along the southeasterly line of said Logan Boulevard to the northeasterly line of the Chicago and Northwestern Railroad right-of-way; thence northwesterly along the northeasterly line of said railroad right-of-way to the west line of Western Avenue; thence north along the west line of Western Avenue to the centerline of Schubert Avenue; thence west along the centerline of Schubert Avenue to the southward extension of the west line of the first alley west of Western Avenue, in Block 32 in Albert Crosby & Others' Subdivision of the southeast quarter of said Section 25; thence north along the southward extension of the west line of said alley to the northeast corner of Lot 43 in said Block 32; thence west along said north line of said Lot 43 and along the eastward extension of the north line of Lot 6 in Block 25 in said Crosby & Others' Subdivision and continuing west along the north line of said Lot 6 and along the north line of Lot 43 and its eastward extension in said Block 25 and continuing west along the north line of Lot 6 and Lot 38 and their eastward extensions in Block 24 in said Crosby & Others' Subdivision to the northwest corner of said Lot 38; thence south along the west line of said Block 24 which is the east line of Maplewood Avenue to the southwest corner of Lot 28 in said Block 24; thence east along the south line of said Lot 28 and its eastward extension to the east line of the first alley east of said Maplewood Avenue; thence south along the east line of said alley to the northwest corner of Lot 19 in said Block 24; thence east along the north line of said Lot 19 and its eastward extension to the east line of Campbell Avenue; thence south along the east line of said Campbell Avenue and its southward

extension to the northeasterly line of said Chicago & Northwestern Railroad right-of-way: thence northwesterly along the northeasterly line of said railroad to the west line of Talman Avenue; thence north along the west line of Talman Avenue to the westward extension of the north line of the first alley north of Diversey Avenue in Wolfgram's Subdivision of the south 5 acres east of the railroad of Lot 6 in Richon & Bauermeister's Subdivision of the west half of the northeast quarter of said Section 25; thence east along the heretofore described north line of an alley and continuing east along the westward extension of the north line of the first alley north of Diversey Avenue in Block 4 in Carter's Addition to Maplewood, a subdivision of the south half of the southeast quarter of the northeast quarter of said Section 25 and continuing east along said north line of an alley in said Block 4 and continuing east along the westward extension of the first alley north of Diversey Avenue in Block 3 in said Carter's Addition to Maplewood and along the north line of said alley to the west line of Campbell Avenue; thence north along the west line of Campbell Avenue to the southeasterly extension of the southwesterly line of Elston Avenue; thence northwesterly along said southeasterly line of Elston Avenue to the southward extension of the west line of Washtenaw Avenue; thence north along said southward extension and along the west line of Washtenaw Avenue to the westward extension of the north line of Barry Avenue; thence east along said westward extension and the north line of Barry Avenue to the southeast corner of Lot 17 in the Subdivision of part of Lot 1 in Richon & Bauermeister's Subdivision of the west half of the northeast quarter of said Section 25 aforesaid; thence north along the east line of said Lot 17 to the northeast corner thereof; thence west along the north line of said Lot 17 and its westward extension to the west line of the first alley east of Washtenaw Avenue; thence north along the west line of the last described alley and its northward and southward extensions to the north line of the first alley south of Belmont Avenue in the resubdivision of part of Lot 1 in said Richon & Bauermeister's Subdivision; thence east along the last described north line of an alley to the west line of Lot 9 in said resubdivision of part of Lot 1; thence north along the west line of said Lot 9 to the south line of Belmont Avenue; thence east along the south line of Belmont Avenue to the point of beginning, in Cook County, Illinois.

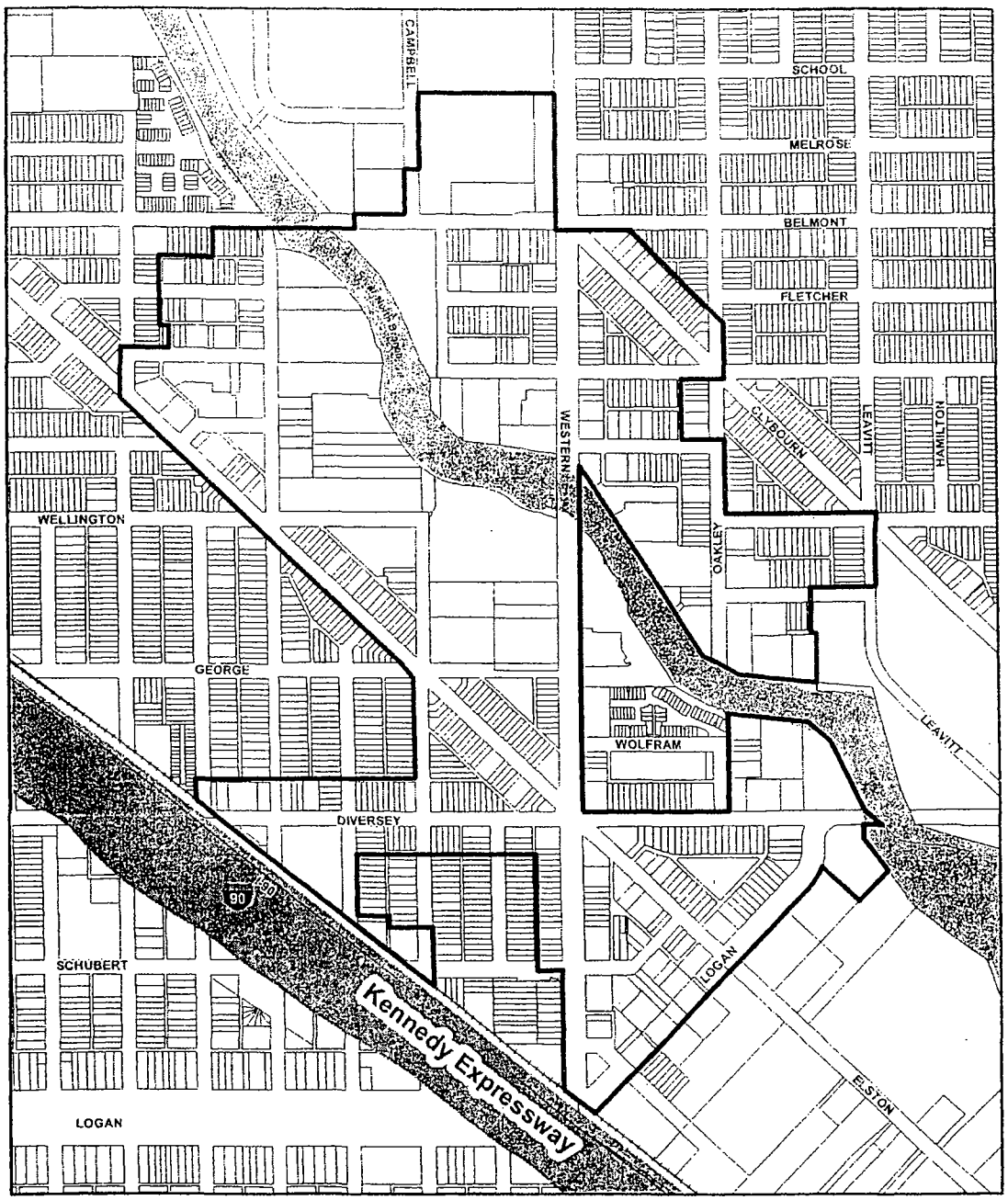
Exhibit "D".
(To Ordinance)

Street Location Of The Addison South T.I.F. Redevelopment Project Area.

The Project Area is irregular in shape but encompasses certain properties in the area generally bounded by West Belmont Avenue, North Clybourn Avenue, North Leavitt Street, the Chicago River, West Logan Boulevard, the Kennedy Expressway, North Campbell Avenue, North Elston Avenue and North Washtenaw Avenue.

Exhibit "E".
(To Ordinance)

Project Area Boundary.



DESIGNATION OF ADDISON SOUTH REDEVELOPMENT PROJECT AREA AS TAX INCREMENT FINANCING DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the designation of the Addison South Tax Increment Financing Redevelopment Project Area as redevelopment project area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq., as amended (the "Act"), for a proposed redevelopment project area to be known as the Addison South Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, A public meeting ("Public Meeting") was held in compliance with the requirements of Section 5/11-74.4-6(e) of the Act on October 26, 2006 at 7:00 P.M. at Windy City Field House, 2367 West Logan Boulevard, Chicago, Illinois 60647; and

WHEREAS, The Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act since December 1, 2006, being a date not less than ten (10) days before the meeting of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 06-CDC-109 on December 12, 2006 fixing the time and place for a public hearing ("Hearing"), at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of the Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was sent by mail on December 18, 2006, which is within a reasonable time after the adoption by the Commission of Resolution 06-CDC-109 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located within seven hundred fifty (750) feet of the boundaries of the Area (or, if applicable, were determined to be the seven hundred fifty (750) residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on January 5, 2007 at 10:00 A.M., review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area, and other matters, if any, properly before it; and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of the Plan, designation of the

Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on February 13, 2007; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 07-CDC-8, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, The City Council has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The Addison South Redevelopment Project Area; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

SECTION 2. The Area. The Area is legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein:

SECTION 3. Findings. The Corporate Authorities hereby make the following findings:

a. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

b. as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a conservation area as defined in the Act;

c. if the Area is qualified as a "blighted area", whether improved or vacant each of the factors necessary to qualify the Area as a redevelopment project area on that

basis is (i) clearly present within the intent of the Act and with that presence documented to a meaningful extent, and (ii) reasonably distributed throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act;

d. if the Area is qualified as a "conservation area", the combination of the factors necessary to qualify the Area as a redevelopment project area on that basis is detrimental to the public health, safety, morals or welfare and, the Area may become a blighted area.

SECTION 4. Area Designated. The Area is hereby designated as a redevelopment project area pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Invalidity Of Any Section. 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 remaining provisions of this ordinance.

SECTION 6. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed on page 104426 of this *Journal.*]

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

City Of Chicago

Addison South T.I.F.

Redevelopment Project Area

Legal Description.

That part of Sections 24 and 25, Township 40 North, Range 13 East of the Third

Principal Meridian, and part of Section 30, Township 40 North, Range 14 East of said Third Principal Meridian, described as follows:

beginning at the intersection of the east line of the west half of the northeast quarter of said Section 25 with the south line of West Belmont Avenue; thence east along the south line of said Belmont Avenue to the southward extension of the west line of Lot 11 in County Clerk's Division of unsubdivided lands in the southeast quarter of said Section 24; thence north along the southward extension of said Lot 11 to the north line of said Belmont Avenue; thence east along said north line to the west line of Campbell Avenue; thence north along the west line of said Campbell Avenue to the northeast corner of said Lot 11; thence east along the eastward extension of the north line of said Lot 11 to the east line of Campbell Avenue; thence north along the east line of said Campbell Avenue to the westward extension of the south line of the north 23.10 feet of Lot 23 in North Chicago Sharpshooter's Addition to Chicago in the southeast quarter of said Section 24; thence east along the last mentioned south line and its westward extension to the west line of Western Avenue; thence south along the west line of said Western Avenue to the south line of said Belmont Avenue; thence east along the south line of said Belmont Avenue to the northeasterly line of the first alley east of North Clybourn Avenue in Block 13 of Clybourn Avenue Addition to Lake View and Chicago in the northwest quarter of said Section 30; thence southeasterly along the northeasterly line of said alley and its southeasterly extension to the east line of Oakley Avenue; thence south along the east line of said Oakley Avenue and its southward extension to the eastward extension of the south line of Barry Avenue; thence west along the eastward extension of Barry Avenue and along the south line thereof to the east line of the first alley west of Oakley Avenue in Block 11 in said Clybourn Avenue Addition; thence south along the east line of said alley to the north line of Nelson Street; thence east along said Nelson Street and its eastward extension to the east line of said Oakley Avenue; thence south along the east line of said Oakley Avenue to the north line of Wellington Avenue; thence east along the north line of said Wellington Avenue and its eastward extension to the east line of Leavitt Avenue; thence south along the east line of said Leavitt Avenue and its northward extension to the eastward extension of the north line of Oakdale Avenue; thence west along the eastward extension of the north line of said Oakdale Avenue and the north line of Oakdale Avenue to the northward extension of the west line of Lot 13 in Diversey-Clybourn Industrial and Commercial District, being an Owners' Division in the northwest quarter of said Section 30; thence south along said northward extension and along the west line of said Lot 13 to the southwest corner thereof; thence east along the south line of said Lot 13 to the west line of Lot 12 in Diversey-Clybourn Industrial and Commercial District, aforesaid; thence south along the west line of said Lot 12 to the northerly line of the north branch of the Chicago River; thence westerly and northwesterly along the

northerly and northeasterly line of the said north branch of the Chicago River to the northward extension of the east line of Western Avenue; thence south along the northward extension of the east line of Western Avenue and along the east line of said Western Avenue and its extensions to the north line of Diversey Avenue; thence east along the north line of said Diversey Avenue and its eastward extension to the east line of Oakley Avenue; thence north along the east line of said Oakley Avenue and its northward extension to the southerly line of the said north branch of the Chicago River; thence easterly and southeasterly along the southerly and southwesterly line of said north branch of the Chicago River to the south line of Diversey Avenue; thence west along the south line of said Diversey Avenue to the westerly line of the said north branch of the Chicago River; thence south and southeasterly along the westerly line and southwesterly of said Chicago River to southeast corner of Tax Identification Number 14-30-301-019; thence southwesterly along the south line of said Tax Identification Number 14-30-301-019 to the southwest corner thereof; thence northwesterly along the southwesterly line of said Tax Identification to the southeasterly line of Logan Boulevard; thence southwesterly along the southeasterly line of said Logan Boulevard to the northeasterly line of the Chicago and Northwestern Railroad right-of-way; thence northwesterly along the northeasterly line of said railroad right-of-way to the west line of Western Avenue; thence north along the west line of Western Avenue to the centerline of Schubert Avenue; thence west along the centerline of Schubert Avenue to the southward extension of the west line of the first alley west of Western Avenue, in Block 32 in Albert Crosby & Others' Subdivision of the southeast quarter of said Section 25; thence north along the southward extension of the west line of said alley to the northeast corner of Lot 43 in said Block 32; thence west along said north line of said Lot 43 and along the eastward extension of the north line of Lot 6 in Block 25 in said, Albert Crosby & Others' Subdivision and continuing west along the north line of said Lot 6 and along the north line of Lot 43 and its eastward extension in said Block 25 and continuing west along the north line of Lot 6 and Lot 38 and their eastward extensions in Block 24 in said Albert Crosby & Others' Subdivision to the northwest corner of said Lot 38; thence south along the west line of said Block 24 which is the east line of Maplewood Avenue to the southwest corner of Lot 28 in said Block 24; thence east along the south line of said Lot 28 and its eastward extension to the east line of the first alley east of said Maplewood Avenue; thence south along the east line of said alley to the northwest corner of Lot 19 in said Block 24; thence east along the north line of said Lot 19 and its eastward extension to the east line of Campbell Avenue; thence south along the east line of said Campbell Avenue and its southward extension to the northeasterly line of said Chicago & Northwestern Railroad right-of-way; thence northwesterly along the northeasterly line of said railroad to the west line of Talman Avenue; thence north along the west line of Talman Avenue to the westward extension of the north line of the first alley

north of Diversey Avenue in Wolfgram's Subdivision of the south 5 acres east of the railroad of Lot 6 in Richon & Bauermeister's Subdivision of the west half of the northeast quarter of said Section 25; thence east along the heretofore described north line of an alley and continuing east along the westward extension of the north line of the first alley north of Diversey Avenue in Block 4 in Carter's Addition to Maplewood, a subdivision of the south half of the southeast quarter of the northeast quarter of said Section 25 and continuing east along said north line of an alley in said Block 4 and continuing east along the westward extension of the first alley north of Diversey Avenue in Block 3 in said Carter's Addition to Maplewood and along the north line of said alley to the west line of Campbell Avenue; thence north along the west line of Campbell Avenue to the southeasterly extension of the southwesterly line of Elston Avenue; thence northwesterly along said southeasterly line of Elston Avenue to the southward extension of the west line of Washtenaw Avenue; thence north along said southward extension and along the west line of Washtenaw Avenue to the westward extension of the north line of Barry Avenue; thence east along said westward extension and the north line of Barry Avenue to the southeast corner of Lot 17 in the subdivision of part of Lot 1 in Richon & Bauermeister's Subdivision of the west half of the northeast quarter of said Section 25, aforesaid; thence north along the east line of said Lot 17 to the northeast corner thereof; thence west along the north line of said Lot 17 and its westward extension to the west line of the first alley east of Washtenaw Avenue; thence north along the west line of the last described alley and its northward and southward extensions to the north line of the first alley south of Belmont Avenue in the resubdivision of part of Lot 1 in said Richon & Bauermeister's Subdivision; thence east along the last described north line of an alley to the west line of Lot 9 in said resubdivision of part of Lot 1; thence north along the west line of said Lot 9 to the south line of Belmont Avenue; thence east along the south line of Belmont Avenue to the point of beginning, in Cook County, Illinois.

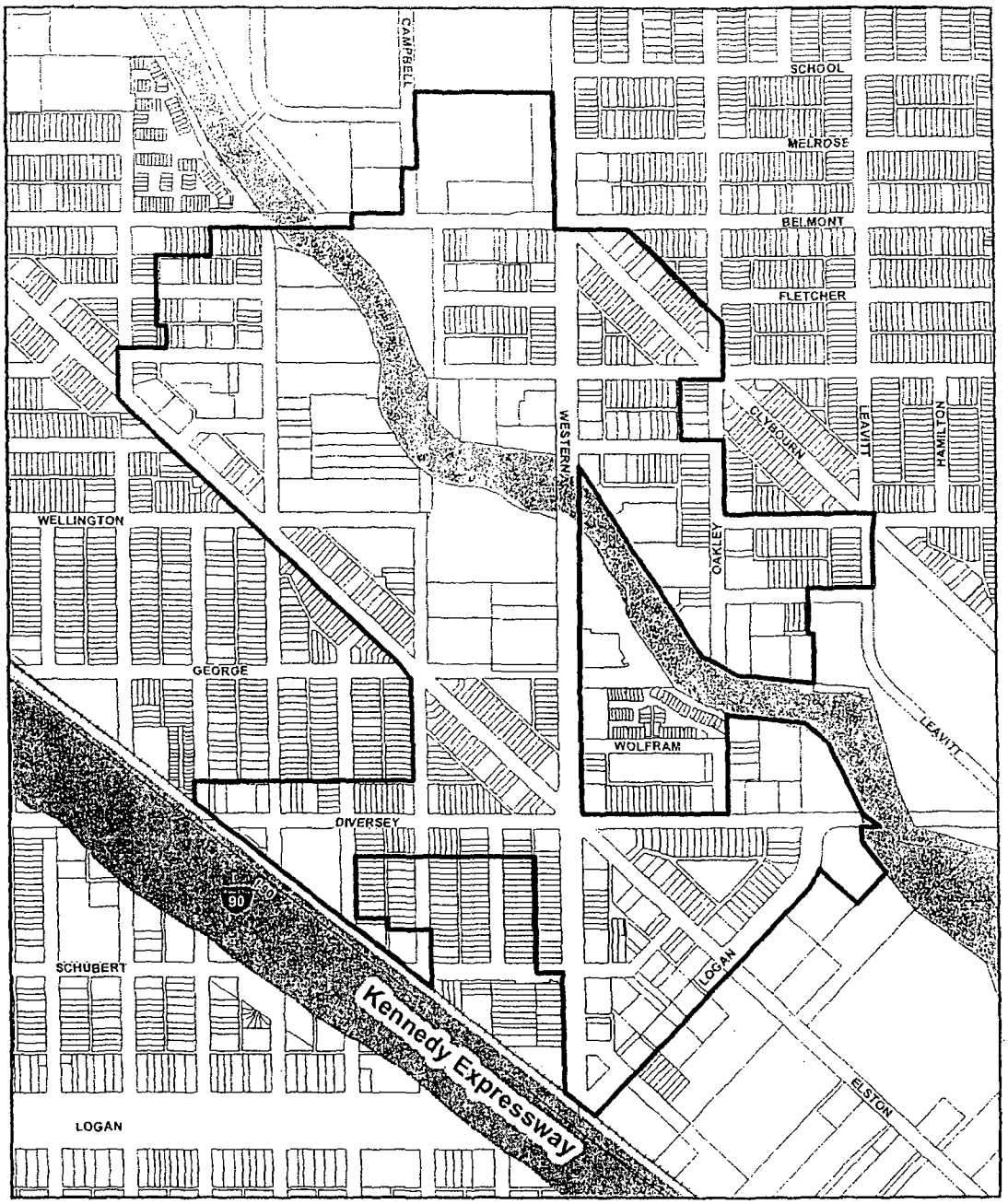
Exhibit "B".
(To Ordinance)

Street Location Of The Addison South T.I.F. Redevelopment Project Area.

The Project Area is irregular in shape but encompasses certain properties in the area generally bounded by West Belmont Avenue, North Clybourn Avenue, North Leavitt Street, the Chicago River,West Logan Boulevard, the Kennedy Expressway, North Campbell Avenue, North Elston Avenue and North Washtenaw Avenue.

Exhibit "C".
(To Ordinance)

Project Area Boundary.



ADOPTION OF TAX INCREMENT ALLOCATION FINANCING FOR ADDISON SOUTH REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the adoption of tax increment financing for the Addison South Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et. seq., as amended (the "Act"), for a proposed redevelopment project area to be known as the Addison South Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, The Community Developer Commission of the City has forwarded to the City Council of the City ("City Council") a copy of its Resolution 07-CDC-8, recommending to the City Council the adoption of Tax Increment Allocation Financing for the Area, among other things; and

WHEREAS, As required by the Act, the City has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The Addison South Redevelopment Project Area and has heretofore designated the Area as a redevelopment project area by passage of An Ordinance Of The City Of Chicago, Illinois, Designating The Addison South Redevelopment Project Area A Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

SECTION 2. Tax Increment Allocation Financing Adopted. Tax Increment Allocation Financing is hereby adopted pursuant to Section 5/11-74.4-8 of the Act to finance redevelopment project costs as defined in the Act and as set forth in the Plan within the Area legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein.

SECTION 3. Allocation Of Ad Valorem Taxes. Pursuant to the Act, the

ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 5/11-74.4-9(c) of the Act each year after the effective date of this ordinance until redevelopment project costs and all municipal obligations financing redevelopment project costs incurred under the Act have been paid, shall be divided as follows:

a. that portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be located to and when collected, shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of Tax Increment Allocation Financing; and

b. that portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to, when collected, shall be paid to the City Treasurer who shall deposit said taxes into a special fund, hereby created and, designated the "Addison South Redevelopment Project Area Special Tax Allocation Fund" of the City for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

SECTION 4. Invalidity Of Any Section. 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 remaining provisions of this ordinance.

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

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance printed on page 104433 of this *Journal.*]

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

City Of Chicago

Addison South T.I.F.

Redevelopment Project Area.

Legal Description.

That part of Sections 24 and 25, Township 40 North, Range 13 East of the Third Principal Meridian, and part of Section 30, Township 40 North, Range 14 East of said Third Principal Meridian, described as follows:

beginning at the intersection of the east line of the west half of the northeast quarter of said Section 25 with the south line of West Belmont Avenue; thence east along the south line of said Belmont Avenue to the southward extension of the west line of Lot 11 in County Clerk's Division of unsubdivided lands in the southeast quarter of said Section 24; thence north along the southward extension of said Lot 11 to the north line of said Belmont Avenue; thence east along said north line to the west line of Campbell Avenue; thence north along the west line of said Campbell Avenue to the northeast corner of said Lot 11; thence east along the eastward extension of the north line of said Lot 11 to the east line of Campbell Avenue; thence north along the east line of said Campbell Avenue to the westward extension of the south line of the north 23.10 feet of Lot 23 in North Chicago Sharpshooter's Addition to Chicago in the southeast quarter of said Section 24; thence east along the last mentioned south line and its westward extension to the west line of Western Avenue; thence south along the west line of said Western Avenue to the south line of said Belmont Avenue; thence east along the south line of said Belmont Avenue to the northeasterly line of the first alley east of North Clybourn Avenue in Block 13 of Clybourn Avenue Addition to Lake View and Chicago in the northwest quarter of said Section 30; thence southeasterly along the northeasterly line of said alley and its southeasterly extension to the east line of Oakley Avenue; thence south along the east line of said Oakley Avenue and its southward extension to the eastward extension of the south line of Barry Avenue; thence west along the eastward extension of Barry Avenue and along the south line thereof to the east line of the first alley west of Oakley Avenue in Block 11 in said Clybourn Avenue Addition; thence south along the east line of said alley to the north line of Nelson Street; thence east along said Nelson Street and its eastward extension to the east line of said Oakley Avenue; thence south along the east line of said Oakley Avenue to the north line of Wellington Avenue; thence east along the north line of said Wellington Avenue and its eastward extension to the east line of Leavitt Avenue; thence south along the east line of said Leavitt Avenue and its

northward extension to the eastward extension of the north line of Oakdale Avenue; thence west along the eastward extension of the north line of said Oakdale Avenue and the north line of Oakdale Avenue to the northward extension of the west line of Lot 13, in Diversey-Clybourn Industrial and Commercial District, being an Owners Division in the northwest quarter of said Section 30; thence south along said northward extension and along the west line of said Lot 13 to the southwest corner thereof; thence east along the south line of said Lot 13 to the west line of Lot 12 in Diversey-Clybourn Industrial and Commercial District, aforesaid; thence south along the west line of said Lot 12 to the northerly line of the north branch of the Chicago River; thence westerly and northwesterly along the northerly and northeasterly line of the said north branch of the Chicago River to the northward extension of the east line of Western Avenue; thence south along the northward extension of the east line of Western Avenue and along the east line of said Western Avenue and its extensions to the north line of Diversey Avenue; thence east along the north line of said Diversey Avenue and its eastward extension to the east line of Oakley Avenue; thence north along the east line of said Oakley Avenue and its northward extension to the southerly line of the said north branch of the Chicago River; thence easterly and southeasterly along the southerly and southwesterly line of said north branch of the Chicago River to the south line of Diversey Avenue; thence west along the south line of said Diversey Avenue to the westerly line of the said north branch of the Chicago River; thence south and southeasterly along the westerly line and southwesterly of said Chicago River to southeast corner of Tax Identification Number 14-30-301-019; thence southwesterly along the south line of said Tax Identification Number 14-30-301-019 to the southwest corner thereof; thence northwesterly along the southwesterly line of said Tax Identification to the southeasterly line of Logan Boulevard; thence southwesterly along the southeasterly line of said Logan Boulevard to the northeasterly line of the Chicago and Northwestern Railroad right-of-way; thence northwesterly along the northeasterly line of said railroad right-of-way to the west line of Western Avenue; thence north along the west line of Western Avenue to the centerline of Schubert Avenue; thence west along the centerline of Schubert Avenue to the southward extension of the west line of the first alley west of Western Avenue, in Block 32 in Albert Crosby & Others' Subdivision of the southeast quarter of said Section 25; thence north along the southward extension of the west line of said alley to the northeast corner of Lot 43 in said Block 32; thence west along said north line of said Lot 43 and along the eastward extension of the north line of Lot 6 in Block 25 in said Albert Crosby & Others' Subdivision and continuing west along the north line of said Lot 6 and along the north line of Lot 43 and its eastward extension in said Block 25 and continuing west along the north line of Lot 6 and Lot 38 and their eastward extensions in Block 24 in said Albert Crosby & Others' Subdivision to the northwest corner of said Lot 38; thence south along the west line of said Block 24 which is the east line of Maplewood Avenue to the southwest corner of Lot 28 in said Block 24; thence east along the south line of said Lot 28 and its eastward extension to the east line of the first alley east of said Maplewood Avenue; thence south along the east line of said alley to the northwest corner of Lot 19 in said Block 24; thence east along the north line of said Lot 19 and its eastward extension to the east line of Campbell Avenue; thence south along the

east line of said Campbell Avenue and its southward extension to the northeasterly line of said Chicago & Northwestern Railroad right-of-way; thence northwesterly along the northeasterly line of said railroad to the west line of Talman Avenue; thence north along the west line of Talman Avenue to the westward extension of the north line of the first alley north of Diversey Avenue in Wolfgram's Subdivision of the south 5 acres east of the railroad of Lot 6 in Richon & Bauermeister's Subdivision of the west half of the northeast quarter of said Section 25; thence east along the heretofore described north line of an alley and continuing east along the westward extension of the north line of the first alley north of Diversey Avenue in Block 4 in Carter's Addition to Maplewood, a subdivision of the south half of the southeast quarter of the northeast quarter of said Section 25 and continuing east along said north line of an alley in said Block 4 and continuing east along the westward extension of the first alley north of Diversey Avenue in Block 3 in said Carter's Addition to Maplewood and along the north line of said alley to the west line of Campbell Avenue; thence north along the west line of Campbell Avenue to the southeasterly extension of the southwesterly line of Elston Avenue; thence northwesterly along said southeasterly line of Elston Avenue to the southward extension of the west line of Washtenaw Avenue; thence north along said southward extension and along the west line of Washtenaw Avenue to the westward extension of the north line of Barry Avenue; thence east along said westward extension and the north line of Barry Avenue to the southeast corner of Lot 17 in the Subdivision of part of Lot 1 in Richon & Bauermeister's Subdivision of the west half of the northeast quarter of said Section 25, aforesaid; thence north along the east line of said Lot 17 to the northeast corner thereof; thence west along the north line said Lot 17 and its westward extension to the west line of the first alley east of Washtenaw Avenue; thence north along the west line of the last described alley and its northward and southward extensions to the north line of the first alley south of Belmont Avenue in the resubdivision of part of Lot 1 in said Richon & Bauermeister's Subdivision; thence east along the last described north line of an alley to the west line of Lot 9 in said resubdivision of part of Lot 1; thence north along the west line of said Lot 9 to the south line of Belmont Avenue; thence east along the south line of Belmont Avenue to the point of beginning, in Cook County, Illinois.

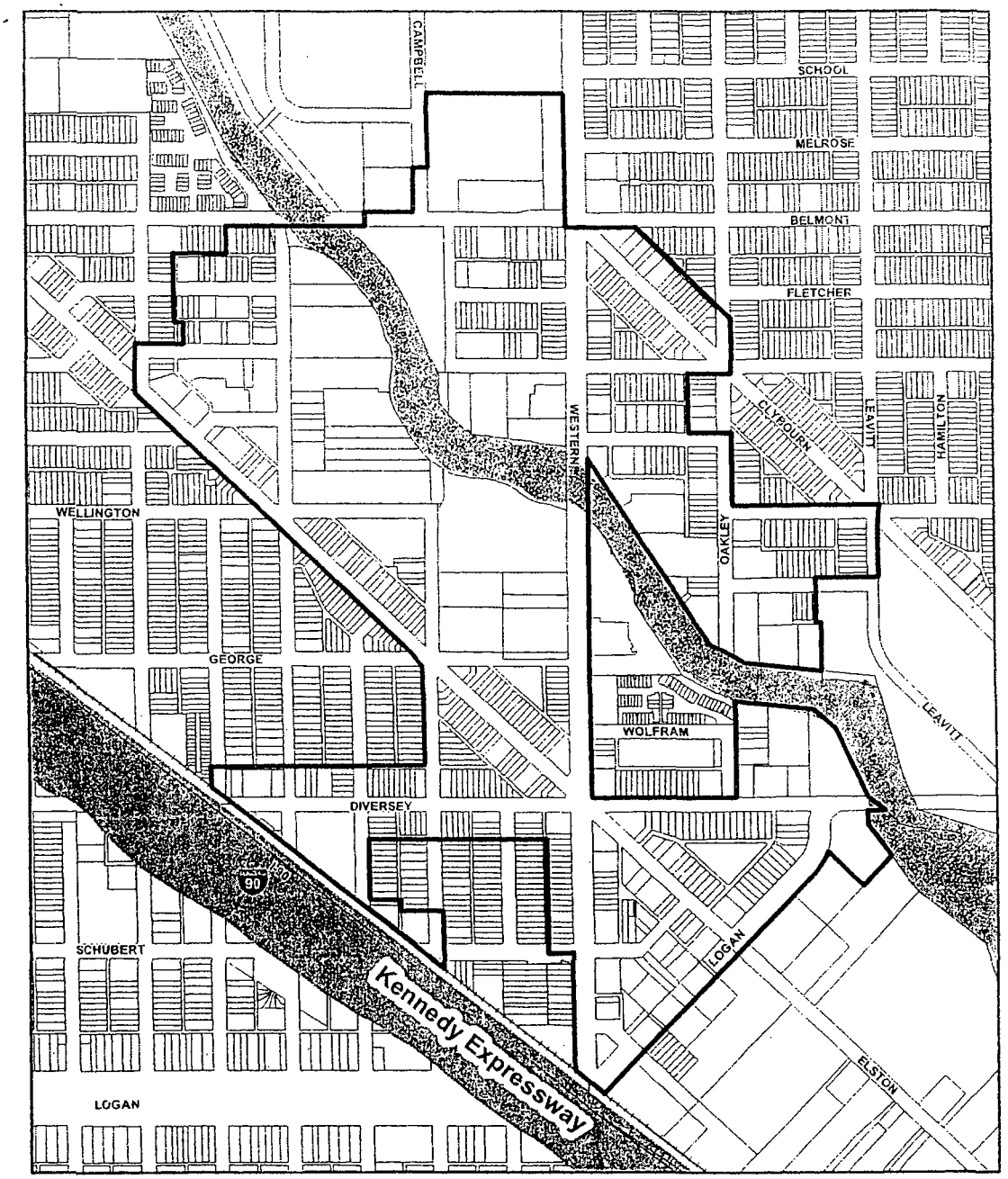
Exhibit "B".
(To Ordinance)

Street Location Of The Addison South T.I.F. Redevelopment Project Area.

The Project Area is irregular in shape but encompasses certain properties in the area generally bounded by West Belmont Avenue, North Clybourn Avenue, North Leavitt Street, the Chicago River, West Logan Boulevard, the Kennedy Expressway, North Campbell Avenue, North Elston Avenue and North Washtenaw Avenue.

Exhibit "C".
(To Ordinance)

Project Area Boundary.



AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WATER/SEWER ASSESSMENTS, REFUND OF FEES AND WAIVER OF FEES FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred July 26, October 4, November 1 and December 13, 2006, January 11, February 7 and April 11, 2007, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water/sewer assessments, refund of fees and waiver of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinances and orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances and orders as passed (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

City Of Chicago Department Of Water Management.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to City of Chicago Department of Water Management for rehabilitation on the premises known as 4119 -- 4121 West Roosevelt Road.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Claretian Associates.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner

of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Claretian Associates, 9108 South Brandon Avenue for the erection of new homes at 9004 South Burley Avenue, 9136 South Burley Avenue and 9140 South Burley Avenue.

Said buildings shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Edison Park Lutheran Church.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Water Management and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Edison Park Lutheran Church, 6626 North Oliphant Avenue, for construction on the premises known as 6626 North Oliphant Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Hyde Park Union Church.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Director of Revenue, the Executive Director of the

Department of Construction and Permits, the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Director of Business Affairs and Licensing and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Hyde Park Union Church on the premises known as 5600 South Woodlawn Avenue.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Inspiration Corporation/Inspiration Cafe Too.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Contracts and Permits, the Commissioner of Streets and Sanitation, the Commissioner of Transportation, the Commissioner of Water Management, the Commissioner of Fire, the Director of Business Affairs and Licensing and the Director of Revenue are hereby authorized and directed to issue all necessary event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Inspiration Corporation, 4554 North Broadway, Suite 207, for Inspiration Cafe Too, 4715 North Sheridan Road.

They would like to obtain their permits for their sidewalk cafe to be used exclusively for not-for-profit related purposes and shall not be otherwise used with a view to profit.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Metra Passenger Services.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of

Transportation, the Executive Director of Construction and Permits, the Commissioner of Streets and Sanitation and the Commissioner of Water Management are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Metra Passenger Services, 547 West Jackson Boulevard, for construction of replacement pedestrian bridge at 2700 South Ellis Avenue.

Said structure and all appurtenances thereto shall be used exclusively for public benefit and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said structure and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Our Lady Of Tepeyac Grade School.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Our Lady of Tepeyac Grade School, for new construction on the premises known as 2235 South Albany Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Anthony Hospital.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Water Management and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Anthony Hospital, 2875 West 19th Street, for facade renovation on the premises known as 2875 West 19th Street.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Joseph's Carondolet/Archdiocese Of Chicago.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Executive Director of Construction and Permits, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Director of Revenue and the Commissioner of Fire are hereby directed to issue all necessary building permit fees, all on-site water/sewer inspection fees, all water/sewer plan review fees and all public way fees free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Joseph's Carondolet, Archdiocese of Chicago, 3525 South Lake Park Avenue/739 East 35th Street, for renovation and addition to an existing four-story building on the premises known as 3525 South Lake Park Avenue/739 East 35th Street.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

South Shore United Methodist Church.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Director of Revenue, the Executive Director of the Department of Construction and Permits, the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Director of Business Affairs and Licensing and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to South Shore United Methodist Church on the premises known as 7350 South Jeffery Boulevard.

Said building shall be used exclusively for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Sullivan House.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Director of Business Affairs and Licensing, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue

and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Sullivan House, 8164 South South Chicago Avenue, for renovation on the premises known as 8164 South South Chicago Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

The Way Of The Cross Holiness Missionary Baptist Church.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of the Department of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue, the Commissioner of the Department of Fire and the Commissioner of the Department of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspections fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Way of the Cross Holiness Missionary Baptist Church, 8229 South Halsted Street, for new construction.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various department of the City of Chicago and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate

provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Trinity United Methodist Church.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Transportation, the Commissioner of Construction and Permits and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Trinity United Methodist Church, for the construction of an exterior wooden ramp and bathroom renovations on the premises known as 9848 South Winchester Avenue.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

LICENSE FEE EXEMPTIONS.

Retail Food.

P.F.C. Ted Stempien V.F.W. Post Number 8821.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 4-8-040 of the Municipal Code of Chicago, the following institution which is not operated for gain, but where a change is made for services, is hereby exempt from payment of the annual retail food license fee and

the license inspection fee (License Code 1006), for the periods of August 16, 2004 through August 15, 2005, August 16, 2005 through August 15, 2006 and August 16, 2006 through August 15, 2009:

P.F.C. Ted Stempien V.F.W. Post Number 8821, 4235 West 47th Street (Account Number 424; Site Number 1).

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

CANCELLATION OF WATER/SEWER ASSESSMENTS.

A.G. Beth Israel Congregation.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing and future assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against A.G. Beth Israel Congregation (a not-for-profit organization), at 3635 West Devon Avenue (Account Number 441117-44117), in the amount of $342.37, due date January 23, 2007.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Daughters Of Saint Mary Of Providence/Long Care Facility.
(4252 West Austin Avenue)
(Account Number 443538-443538)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel

existing water and sewer assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Daughters of Saint Mary of Providence/long care facility located at 4252 West Austin Avenue (Account Number 443538-443538).

SECTION 2. This ordinance shall take effect and be in force from and after passage.

Daughters Of Saint Mary Of Providence/Long Care Facility.
(4252 West Austin Avenue)
(Account Number 443541-443541)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing water and sewer assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Daughters of Saint Mary of Providence/long care facility located at 4252 West Austin Avenue (Account Number 443541-443541).

SECTION 2. This ordinance shall take effect and be in force from and after passage.

Daughters Of Saint Mary Of Providence/Long Care Facility.
(4207 North McVicker Avenue)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing water and sewer assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Daughters of Saint Mary of Providence/long care facility located at 4207 North McVicker Avenue (Account Number 443562-443562).

SECTION 2. This ordinance shall take effect and be in force from and after passage.

Daughters Of Saint Mary Of Providence/Long Care Facility.
(4258 North McVicker Avenue)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Daughters of Saint Mary of Providence/long care facility located at 4258 North McVicker Avenue (Account Number 443591-443591).

SECTION 2. This ordinance shall take effect and be in force from and after passage.

Historic Pullman Foundation.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing water and sewer assessments, notwithstanding other ordinances of the City of Chicago, to the contrary, assessed against Historic Pullman Foundation, 11160 -- 11162 South Champlain Avenue (Account Number 580341-580341, Amount: $1,652.38).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Midwest Bible School.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized

and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of $664.45 against Midwest Bible School, for their premises located at 3463 North Cicero Avenue (Account Number 441240-441240).

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

Nor-Wood Life Care N.F.P.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel delinquent, existing and future assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Nor-Wood Life Care N.F.P., at 6016 North Nina Avenue (Account Number 440671-440671).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

NTO-OTONG Association USA Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and Commissioner of Sewers are hereby authorized and directed to cancel assessments, notwithstanding other ordinances of the City of Chicago to the contrary, in the amount of $655.48 assessed against the NTO-OTONG Association USA Inc., for their premises located at 1809 West 51st Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Saint Edwards Roman Catholic Church.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel all assessments as of the effective date of this ordinance, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Edwards Roman Catholic Church, 4456 North Lowell Avenue (Account Number 441233-441233).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint James Ministries.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint James Ministries, 11770 South Lowe Street (Account Number 438898-438898, Amount: $129.72 and $55.53) (Account Number 677370-438869, Amount: $6,659.49 and $5,196.71).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Saint Margaret Mary's.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago,

the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Saint Margaret Mary's, 2324 West Chase Avenue (Account Number 443697-443697).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Sisters Of Charity Of The Blessed Virgin Mary.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Sisters of Charity of the Blessed Virgin Mary Wright Hall, 1025 West Sheridan Road (Account Number 440898-440898).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Tobacco Road, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Tobacco Road Inc., 4701 South Dr. Martin Luther, Jr. Drive (Account Number 700773-602017 dated October 24, 2006).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Washington Smith.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water Management is hereby authorized and directed to cancel existing assessments, notwithstanding other ordinances of the City of Chicago to the contrary, assessed against Washington Smith, 2315 West 112th Place (Account Number 795623-612909).

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

REFUND OF FEES.

P.F.C. Ted Stempien V.F.W. Post Number 8821.

Ordered, That the Director of Business Affairs and Licensing, the Director of Revenue and the City Comptroller are hereby authorized and directed to refund the amount of $550.00 to the P.F.C. Ted Stempien V.F.W. Post Number 8821, a not-for-profit institution located at 4235 West 47th Street, representing payment of the annual not-for-profit club license fee (Code 1473) (Account Number 424, Site 1) for the period of August 16, 2006 through August 15, 2007.

United States Railroad Retirement Board Building.

Ordered, That the City Comptroller is hereby authorized and directed to refund $7,247.00 to United States Railroad Retirement Board Building, 844 North Rush Street, representing payment of the building permit fees for Permit Number 100118185, issue dated June 13, 2006.

WBEZ Alliance, Inc. (Chicago Public Radio).
(Permit Number 100069268)

Ordered, That the City Comptroller is hereby authorized and directed to refund $19,237.50 to the WBEZ Alliance, Inc. (Chicago Public Radio), located at 848 East Grand Avenue -- Navy Pier.

WBEZ Alliance, Inc. (Chicago Public Radio).
(Permit Number 100085366)

Ordered, That the City Comptroller is hereby authorized and directed to refund $57,534.88, to the WBEZ Alliance, Inc. (Chicago Public Radio), located at 848 East Grand Avenue -- Navy Pier.

WAIVER OF FEES.

Little Mountain Of Hope.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 13-12-130 of the Municipal Code of Chicago, the Corporation Counsel is hereby authorized and directed to cancel, waive and release demolition lien(s) in the amount entered against the Little Mountain of Hope, for the property and/or vacant lots located at 5706 -- 5714 South Ashland Avenue, Permanent Index Number 20-18-223-025-0000.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Saint Symphorosa Parish.

Ordered, That the Director of the Department of Business Affairs and Licensing is hereby authorized and directed to waive the special event Raffle License fee (Code

1625) in the amount of $100.00 for Saint Symphorosa Parish, 6135 South Austin Avenue, for their raffle license, renewal term from February 16, 2007 to February 15, 2008.

EXEMPTION OF BELMONT ASSEMBLY OF GOD CHURCH FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Banks (36th Ward) exempting Belmont Assembly of God Church, 6050 West Belmont Avenue, from payment of all city permit, license and inspection fees for the period ending December 31, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Belmont Assembly of God Church, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 6050 West Belmont Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Belmont Assembly of God Church, a not-for-profit Illinois corporation, located at 6050 West Belmont Avenue, engaged in religious, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Belmont Assembly of God Church shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of the ordinance.

SECTION 4. This ordinance shall be in force for a period of two (2) years, but in no event beyond December 31, 2008.

EXEMPTION OF BETHESDA HOME AND RETIREMENT CENTER FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Banks (36th Ward) exempting Bethesda Home and Retirement Center, 2833 North Nordica Avenue, from payment of all city permit, license and inspection fees for the period ending December 31, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Bethesda Home and Retirement Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 2833 North Nordica Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Bethesda Home and Retirement Center, a not-for-profit Illinois corporation located at 2833 North Nordica Avenue, engaged in religious, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Bethesda Home and Retirement Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of two (2) years but in no event beyond December 31, 2008.

EXEMPTION OF THE BOYS & GIRLS CLUB FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING MAY 15, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Muñoz (22nd Ward) exempting The Boys & Girls Club, 2801 South Ridgeway Avenue, from payment of all city permit, license and inspection fees for the period ending May 15, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection

fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Boys & Girls Club, a not-for-profit Illinois corporation, related to the erection and maintenance of the building at 2801 South Ridgeway Avenue.

Said building and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Boys & Girls Club, a not-for-profit Illinois corporation, also doing business engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Boys & Girls Club shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond May 15, 2008.

EXEMPTION OF CATHOLIC THEOLOGICAL UNION FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2005.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Hairston (5th Ward) exempting Catholic

Theological Union, various locations, from payment of all city permit, license and inspection fees for the period ending December 31, 2005, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire, the Director of Revenue, the Executive Director of the Department of Construction and Permits and the Director of Business Affairs and Licensing are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Catholic Theological Union, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 5326 South Cornell Avenue, 5401 South Cornell Avenue, 5413 -- 5415 South Cornell Avenue, 5417 -- 5419 South Cornell Avenue and 5420 South Cornell Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Catholic Theological Union, a not-for-profit Illinois corporation located at 5326 South Cornell Avenue, 5401 South Cornell Avenue, 5413 -- 5415 South Cornell Avenue, 5417 -- 5419 South Cornell Avenue and 5420 South Cornell Avenue, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Catholic Theological Union shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year between January 1, 2005 to December 31, 2005.

EXEMPTION OF CATHOLIC THEOLOGICAL UNION FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2006.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Hairston (5th Ward) exempting Catholic Theological Union, various locations, from payment of all city permit, license and inspection fees for the period ending December 31, 2006, having had the same

under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire, the Director of Revenue, the Executive Director of the Department of Construction and Permits and the Director of Business Affairs and Licensing are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Catholic Theological Union, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 5326 South Cornell Avenue, 5401 South Cornell Avenue, 5413 -- 5415 South Cornell Avenue, 5417 -- 5419 South Cornell Avenue and 5420 South Cornell Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and department requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Catholic Theological Union, a not-for-profit Illinois corporation located at 5326 South Cornell Avenue, 5401 South Cornell Avenue, 5413 -- 5415 South Cornell Avenue, 5417 -- 5419 South Cornell Avenue and 5420 South Cornell Avenue, engaged in medical, educational and related activities, shall be exempt from payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Catholic Theological Union shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year between January 1, 2006 to December 31, 2006.

EXEMPTION OF CATHOLIC THEOLOGICAL UNION FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2007.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Hairston (5th Ward) exempting Chicago Theological Union, various locations, from payment of all city permit, license and inspection fees for the period ending December 31, 2007, having had the same

under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire, the Director of Revenue, the Executive Director of the Department of Construction and Permits and the Director of Business Affairs and Licensing are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Catholic Theological Union, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 5326 South Cornell Avenue, 5401 South Cornell Avenue, 5413 -- 5415 South Cornell Avenue, 5417 -- 5419 South Cornell Avenue and 5420 South Cornell Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and department requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Catholic Theological Union, a not-for-profit Illinois corporation located at 5326 South Cornell Avenue, 5401 South Cornell Avenue, 5413 -- 5415 South Cornell Avenue, 5417-5419 South Cornell Avenue and 5420 South Cornell Avenue, engaged in medical, educational and related activities, shall be exempt from payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Catholic Theological Union shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year between January 1, 2007 to December 31, 2007.

EXEMPTION OF CATHOLIC THEOLOGICAL UNION FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed substitute ordinance presented by Alderman Hairston (5th Ward) exempting Catholic Theological Union, various locations, from payment of all city permit, license and inspection fees for the period ending December 31, 2008, having had the same

under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire, the Director of Revenue, the Executive Director of the Department of Construction and Permits and the Director of Business Affairs and Licensing are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Catholic Theological Union, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities located at 5326 South Cornell Avenue, 5401 South Cornell Avenue, 5413 -- 5415 South Cornell Avenue, 5417 -- 5419 South Cornell Avenue and 5420 South Cornell Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and department requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Catholic Theological Union, a not-for-profit Illinois corporation located at 5326 South Cornell Avenue, 5401 South Cornell Avenue, 5413 -- 5415 South Cornell Avenue, 5417 -- 5419 South Cornell Avenue and 5420 South Cornell Avenue, engaged in medical, educational and related activities, shall be exempt from payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Catholic Theological Union shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year between January 1, 2008 to December 31, 2008.

EXEMPTION OF CHICAGO HISTORICAL SOCIETY (CHICAGO HISTORY MUSEUM) FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING JANUARY 11, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on finance, having had under consideration a proposed amended ordinance presented by Alderman Tillman (3rd Ward) and Alderman Daley (43rd Ward), exempting Chicago Historical Society (Chicago History Museum), various

locations, from payment of all city permit, license and inspection fees for the period ending January 11, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed amended ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed amended ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Environment, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Commissioner of Fire, the Executive Director of Construction and Permits and the Director of Business Affairs and Licensing are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chicago Historical Society (Chicago History Museum) a not-for-profit Illinois corporation, located at 1601 North Clark Street and at 2341, 2351 and 2361 South State Street, related to the renovation, erection and maintenance of various building(s) within the 43rd and 3rd Wards.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Chicago Historical Society, a not-for-profit Illinois corporation engaged in the community, educational and related activities, shall be exempt from payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Chicago Historical Society shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Section 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in on event beyond January 11, 2008.

EXEMPTION OF CHICAGO SCHOOL OF PROFESSIONAL PSYCHOLOGY FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2007.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Natarus (42nd Ward) exempting Chicago School of Professional Psychology, 222 West Merchandise Mart, 13th Floor, from payment of all city permit, license and inspection fees for the period ending December 31, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago School of Professional Psychology, a not-for-profit Illinois corporation, related to the erection and maintenance of the building (s) and fuel storage facilities located at 222 West Merchandise Mart, 13th Floor.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Chicago School of Professional Psychology, a not-for-profit Illinois corporation, also doing business engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Chicago School of Professional Psychology shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of the ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2007.

EXEMPTION OF CHICAGO YOUTH CENTERS FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2007.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Ocasio (26th Ward) exempting Chicago Youth Centers, 3222 -- 3232 West Division Street, from payment of all city permit, license and inspection fees for the period ending December 31, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Nartarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of the Department of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management, the Commissioner of Fire and the Zoning Commissioner are hereby authorized and directed to waive all necessary building permit fees, all on-site water/sewer inspection fees and all water/sewer plan review fees, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago Youth Centers, a nonprofit Illinois corporation, related to the build-out and maintenance of a building at 3222 -- 3232 West Division Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago, and said building and all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Chicago Youth Centers, a nonprofit Illinois corporation located at 3222 and 3232 West Division Street, engaged in child care and youth development activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Chicago Youth Centers shall be entitled to a refund of city fees that it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication but in no event beyond December 31, 2007.

EXEMPTION OF COLUMBIA COLLEGE CHICAGO/UNIVERSITY EDUCATIONAL STUDENT HOUSING CORPORATION FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING MAY 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting Columbia College Chicago/University Educational Student Housing Corporation, 642 South Clark Street, from payment of all city permit, license and inspection fees for the period ending May 31, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Columbia College Chicago/University Educational Student Housing Corporation, a not-for-profit Illinois corporation at 642 South Clark Street.

Said building(s) and all appurtenances thereto shall be used exclusively for educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Columbia College Chicago/University Educational Student Housing Corporation, a not-for-profit Illinois corporation located at 642 South Clark Street, engaged in educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Columbia College Chicago/University Educational Student Housing Corporation, shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force for a period of one (1) year but in no event beyond May 31, 2008.

EXEMPTION OF ISLAMIC COMMUNITY CENTER FOR ILLINOIS FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Banks (36th Ward) exempting Islamic Community Center for Illinois, 6435 West Belmont Avenue, from payment of all city permit, license and inspection fees for the period ending December 31, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all

necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Islamic Community Center for Illinois, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 6435 West Belmont Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Islamic Community Center for Illinois, a not-for-profit Illinois corporation located at 6435 West Belmont Avenue, engaged in religious, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Islamic Community Center for Illinois shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of two (2) years, but in no event beyond December 31, 2008.

EXEMPTION OF LAKE VIEW Y.M.C.A. FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING FEBRUARY 15, 2009.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Tunney (44th Ward) exempting Lake View Y.M.C.A., 3333 North Marshfield Avenue, from payment of all city permit, license and inspection fees for the period ending February 15, 2009, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue and the Commissioner of the Department of Water Management are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Lake View Y.M.C.A., a not-for-profit Illinois corporation, related to the renovation and maintenance of the building(s) and appurtenances located at 3333 North Marshfield Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Lake View Y.M.C.A. shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Lake View Y.M.C.A. shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of two (2) years but in no event beyond February 15, 2009.

EXEMPTION OF LA RABIDA CHILDREN'S HOSPITAL AND RESEARCH CENTER FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING FEBRUARY 15, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Hairston (5th Ward) exempting La Rabida Children's Hospital and Research Center, East 65th Street at Lake Michigan, from payment of all city permit, license and inspection fees for the period ending February 15, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to La Rabida Children's Hospital and Research Center, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) located at East 65th Street at Lake Michigan.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so

that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. La Rabida Children's Hospital and Research Center, a not-for-profit Illinois corporation located at East 65th Street at Lake Michigan, engaged in medical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. La Rabida Children's Hospital and Research Center shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year between February 16, 2007 until February 15, 2008.

EXEMPTION OF MUSEUM OF SCIENCE AND INDUSTRY FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2007.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Hairston (5th Ward) exempting Museum of Science and Industry, East 57th Street and South Lake Shore Drive, from payment of all city permit, license and inspection fees for the period ending December 31, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water Management, the Director of Revenue, the Executive Director of the Department of Construction and Permits, the Director of Business Affairs and Licensing and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Museum of Science and Industry, a not-for-profit Illinois corporation, related to the erection and maintenance of the building(s), garage and fuel storage facilities at East 57th Street and South Lake Shore Drive.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and

departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. The Museum of Science and Industry, a not-for-profit Illinois corporation located at East 57th Street and South Lake Shore Drive, engaged in educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Museum of Science and Industry shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year for the period of January 1, 2007 to December 31, 2007.

EXEMPTION OF OUR LADY MOTHER OF THE CHURCH FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Banks (36th Ward) exempting Our Lady Mother of the Church, various locations, from payment of all city permit, license and inspection fees for the period ending December 31, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Our Lady Mother of the Church, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 8700 and 8701 West Leland Avenue, 8747 West Lawrence Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said

building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Our Lady Mother of the Church, a not-for-profit Illinois corporation located at 8700 and 8701 West Leland Avenue, 8747 West Lawrence Avenue, engaged in religious, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Our Lady Mother of the Church shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of the ordinance.

SECTION 4. This ordinance shall be in force for a period of two (2) years but in no event beyond December 31, 2008.

EXEMPTION OF SAINT FRANCIS BORGIA FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Banks (36th Ward) exempting Saint Francis Borgia, various locations from payment of all city permit, license and inspection fees for the period ending December 31, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Francis Borgia, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 3535 North Panama Avenue, 8025 West Addison Street and 8033 West Addison Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Saint Francis Borgia, a not-for-profit Illinois corporation located at 3535 North Panama Avenue, 8025 West Addison Street and 8033 West Addison Street, engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Saint Francis Borgia, shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2008.

EXEMPTION OF SAINT PRISCILLA FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Banks (36th Ward) exempting Saint Priscilla, 7001 West Addison Street, from payment of all city permit, license and inspection fees for the period ending December 31, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Priscilla, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 7001 West Addison Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Saint Priscilla, a not-for-profit Illinois corporation located at 7001 West Addison Street, engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Saint Priscilla, shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2008.

EXEMPTION OF SAINT WILLIAM FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Banks (36th Ward) exempting Saint William, various locations, from payment of all city permit, license and inspection fees for the period ending December 31, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint William, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 2535, 2558, 2600 and 2601 North Sayre Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Saint William, a not-for-profit Illinois corporation located at 2535, 2558, 2600 and 2601 North Sayre Avenue, engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Saint William, shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 2008.

EXEMPTION OF TRINITY CHRISTIAN FELLOWSHIP CHURCH FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Banks (36th Ward) exempting Trinity Christian Fellowship Church, 7000 West Belmont Avenue from payment of all city permit, license and inspection fees for the period ending December 31, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all

necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Trinity Christian Fellowship Church, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 7000 West Belmont Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Trinity Christian Fellowship Church, a not-for-profit Illinois corporation located at 7000 West Belmont Avenue, engaged in religious, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Trinity Christian Fellowship Church shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of two (2) year but in no event beyond December 31, 2008.

EXEMPTION OF UNION LEAGUE CLUB OF CHICAGO FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING MAY 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Haithcock (2nd Ward) exempting Union League Club of Chicago, 65 West Jackson Boulevard, from payment of all city permit, license and inspection fees for the period ending May 31, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Director of Revenue, the Commissioner of Water Management and the Commissioner of Fire are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Union League Club of Chicago, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) at 65 West Jackson Boulevard.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Union League Club of Chicago, a not-for-profit Illinois corporation located at 65 West Jackson Boulevard, engaged in educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Union League Club of Chicago shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year but in no event beyond May 31, 2008.

EXEMPTION OF UNITED NEIGHBORHOOD ORGANIZATION/UNO SCHOOL FROM PAYMENT OF CITY PERMIT, LICENSE AND INSPECTION FEES FOR PERIOD ENDING DECEMBER 31, 2008.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Burke (14th Ward) exempting United Neighborhood Organization/UNO School, 2916 West 47th Street, from payment of all city permit, license and inspection fees for the period ending December 31, 2008, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Executive Director of Construction and Permits, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Business Affairs and Licensing, the Director of Revenue and the Commissioner of Water Management are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the United Neighborhood Organization/UNO School, a not-for-profit Illinois corporation, related to the demolition, new construction/erection and maintenance of building(s) at 2916 West 47th Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. United Neighborhood Organization/UNO School shall be entitled to a refund of city fees which it has paid and from which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall be in force for the period of January 16, 2007 through December 31, 2008.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Inspection Or Reference Number And Type Of Inspection	Amount
Harold Washington Center 4701 South Dr. Martin Luther King, Jr. Drive	1752254 (Elevator)	$210.00
	1752307 (Elevator)	100.00
Mount Pilgrim Missionary Baptist Church 3935 West Roosevelt Road	1424669 (Building)	80.00
Saint Walter Church 11741 South Western Avenue	1799618 (ES)	40.00
Saint Xavier University 3700 West 103rd Street	1688206 (Refrigeration)	300.00
	1829475 (Refrigeration)	690.00
	1830021 (Refrigeration)	180.00
	078451426268863 (Sign)	300.00

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Regular orders printed on pages 104496 through 104509 of this *Journal*.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion Number 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account Number 100.9112.937:

[Third party orders printed on pages 104510 through 104514 of this *Journal*.]

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/09/2007

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACCARDO	ROSEMARY	POLICE OFFICER	SIXTEENTH DISTRICT	7/31/2006	0.00
ACEVEDO	BIENVENIDO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/17/2006	0.00
ACEVES	JUAN	POLICE OFFICER	UNKNOWN	4/01/2007	0.00
ADAMS	JERRY M	POLICE OFFICER	FOURTH DISTRICT	5/07/2006	0.00
ADDUCI	MARK A	POLICE OFFICER	SIXTH DISTRICT	1/21/2007	0.00
ADEGBORE	JUANITA	POLICE OFFICER	FIFTH DISTRICT	1/08/2007	0.00
AIKEN JR.	LAWRENCE	POLICE OFFICER	EIGHTEENTH DISTRICT	8/27/2006	0.00
AKINS	MONICA E	POLICE OFFICER	RECRUIT TRAINING	2/27/2007	0.00
ALEXANDER	LARRON H	POLICE OFFICER	FIFTEENTH DISTRICT	3/04/2007	0.00
ALLEN-HARPER-TATE	JYTONNE	POLICE OFFICER	UNKNOWN	8/10/2006	0.00
ALONZO	SHAWN P.	POLICE OFFICER	RECRUIT TRAINING	9/11/2006	0.00
ANDERSON	DOUGLAS	POLICE OFFICER	NINTH DISTRICT	11/16/2006	0.00
ARROYO	REYNA	POLICE OFFICER	TENTH DISTRICT	2/01/2007	0.00
ARROYO	RICHARD	POLICE OFFICER	FOURTH DISTRICT	11/20/2006	0.00
AUGLE	LEO R	POLICE OFFICER	NINTH DISTRICT	5/25/2005	0.00
BACHLER	DAVID A	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/21/2007	0.00
BAIO	ANTONIO M	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	9/25/2005	0.00
BAKER-WHITE	AVIS	POLICE OFFICER	AIRPORT LAW ENFORCEMENT SOUTH	3/18/2007	0.00
BALICKI	LYLIA M	POLICE OFFICER	UNKNOWN	7/31/2005	0.00
BALL	KIRBY	POLICE OFFICER	TWELFTH DISTRICT	10/23/2006	0.00
BANISTER	EARL	POLICE OFFICER	THIRTEENTH DISTRICT	12/26/2006	0.00
BARBER	VICTORIA A	POLICE OFFICER	FIRST DISTRICT	8/24/2006	0.00
BARKER	DONALD	POLICE OFFICER	TWENTIETH DISTRICT	3/08/2007	0.00
BARNES	DAVID	POLICE OFFICER	RECRUIT TRAINING	9/27/2006	0.00
BARNES	DENNIS	SERGEANT	TWENTY-FIRST DISTRICT	12/02/2006	0.00
BATTAGLIA	CATHERINE T	POLICE OFFICER	TWENTIETH DISTRICT	1/28/2006	0.00
BAXTER	WILLIAM C	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/20/2007	0.00
BEILKE	DAWN M	POLICE OFFICER	TENTH DISTRICT	1/07/2007	0.00
BERNAL	BELINDA	POLICE OFFICER	UNKNOWN	10/09/2006	0.00
BERNDT	ROBERT	POLICE OFFICER	TWENTIETH DISTRICT	11/10/2006	0.00
BICKETT	ERIC	POLICE OFFICER	RECRUIT TRAINING	3/07/2007	0.00
BILINA	MICHAEL J	POLICE OFFICER	NINTH DISTRICT	2/21/2007	0.00
BITTNER	SCOTT	POLICE OFFICER	UNKNOWN	2/25/2007	0.00
BLAIR	KEITH	POLICE OFFICER	NINTH DISTRICT	4/06/2006	0.00
BLAKELY	ARTHUR W	POLICE OFFICER	THIRD DISTRICT	1/04/2005	0.00
BLANDEN	JAMES L	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/28/2006	0.00
BLAYDES	CURTIS L	POLICE OFFICER	UNKNOWN	1/06/2007	0.00
BLOMSTRAND	MATTHEW	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/03/2007	0.00
BOGGAN	KIMBERLY L	POLICE OFFICER	FIFTEENTH DISTRICT	10/25/2006	0.00
BOSTON	JOSEPH E	POLICE OFFICER	EIGHTH DISTRICT	9/10/2006	0.00
BOWEN	MICHELE M	POLICE OFFICER	OPERATIONAL SERVICES	12/13/2006	0.00
BOYD-MCKNIGHT	JANET	POLICE OFFICER	TWELFTH DISTRICT	6/18/2005	0.00
BRANDSTETTER	JASON	POLICE OFFICER	EIGHTEENTH DISTRICT	6/21/2006	0.00
BREIER	MICHAEL	POLICE OFFICER	AIRPORT LAW ENFORCEMENT SOUTH	1/01/2007	0.00
BREIER	NICHOLAS	POLICE OFFICER	TENTH DISTRICT	12/25/2006	0.00
BROOKS	DERRICK	POLICE OFFICER	EIGHTH DISTRICT	3/09/2007	0.00
BROWN	CHARLES	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/12/2007	0.00
BROWN	DAVID S	POLICE OFFICER	SECOND DISTRICT	2/25/2006	0.00
BROWN	MICHAEL	POLICE OFFICER	SEVENTH DISTRICT	2/15/2007	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/09/2007

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BROWN	SHIRLEY	POLICE OFFICER	EIGHTEENTH DISTRICT	3/20/2007	0.00
BROWN	THEODORE	POLICE OFFICER	RECRUIT TRAINING	10/10/2006	0.00
BRYJA	JOHN T	POLICE OFFICER	ELEVENTH DISTRICT	1/28/2007	0.00
BRYNKUS	EMILIA	POLICE OFFICER	RECRUIT TRAINING	2/27/2007	0.00
BUNCH	EDWARD	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	12/12/1991	0.00
BURKE	MARGARET	POLICE OFFICER	EIGHTH DISTRICT	9/22/2003	0.00
BURNETTE	MICHAEL S	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/23/2006	0.00
BUSLIK	MARC	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/26/2006	0.00
CAMACHO	CARMELO	POLICE OFFICER	RECRUIT TRAINING	1/24/2007	0.00
CAMPAGNA	JAMES C	POLICE OFFICER	NINTH DISTRICT	12/26/2001	0.00
CANOS	JESUS M	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/05/2007	0.00
CANTORE	MICHAEL A	POLICE OFFICER	ELEVENTH DISTRICT	12/30/2006	0.00
CARIDINE	DALE JR	POLICE OFFICER	THIRD DISTRICT	2/23/2007	0.00
CARLQUIST	BRIGID	POLICE OFFICER	ELEVENTH DISTRICT	2/14/2007	0.00
CARROLL	JOSEPH	POLICE OFFICER	FOURTH DISTRICT	10/22/2006	0.00
CARROLL	JOSEPH	POLICE OFFICER	FOURTH DISTRICT	1/08/2007	0.00
CARTER	ARNOLD	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/18/2007	0.00
CARTER	MICHAEL	POLICE OFFICER	EIGHTH DISTRICT	3/08/2007	0.00
CASEY	DENISE	POLICE OFFICER	NINTH DISTRICT	3/09/2007	0.00
CATO	ERIC D	POLICE OFFICER	FIFTH DISTRICT	1/25/1998	0.00
CEGIELSKI	JEANETTE	POLICE OFFICER	RECRUIT TRAINING	1/26/2007	0.00
CHAIDEZ-LIMON	GISSELLA	POLICE OFFICER	BOMB AND ARSON SECTION	3/10/2007	0.00
CHISEM	JAMIE	POLICE OFFICER	SECOND DISTRICT	2/24/2007	0.00
CHU	WAI K	POLICE OFFICER	RECRUIT TRAINING	12/14/2006	0.00
CIAMPAGLIA	DANIEL R	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/07/2003	0.00
CIARDULLO	GINO M	POLICE OFFICER	NINTH DISTRICT	5/25/2006	0.00
CIECHON	MICHAEL J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/07/1995	0.00
CIRRINCIONE	PAUL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/09/2006	0.00
CLANCY	WILLIAM J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/05/2006	0.00
CLAY	C.L.	POLICE OFFICER	FIFTH DISTRICT	8/19/2006	0.00
CLEARY	JAMES J	POLICE OFFICER	NINETEENTH DISTRICT	3/15/2007	0.00
COATES	TIMOTHY P	POLICE OFFICER	EIGHTEENTH DISTRICT	4/05/2006	0.00
COBB	TORRENO	POLICE OFFICER	ELEVENTH DISTRICT	5/10/2004	0.00
COLBENSON	DANIEL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/11/2007	0.00
COLLIER	DWAYNE	POLICE OFFICER	FIFTEENTH DISTRICT	2/18/2007	0.00
COLON	NORMA A.	POLICE OFFICER	RECRUIT TRAINING	8/24/2006	0.00
CONEY	DAPHNE L	POLICE OFFICER	EIGHTH DISTRICT	12/26/2006	0.00
CONNELLY	DENNIS M	SERGEANT	TWENTY-SECOND DISTRICT	12/16/2006	0.00
CONWAY	NICOLE D.	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/05/2006	0.00
COOPER	ROBERT W	POLICE OFFICER	EIGHTEENTH DISTRICT	6/08/2006	0.00
COOPER	STACEY	POLICE OFFICER	THIRD DISTRICT	4/04/2007	0.00
CORTES	EDWARD	POLICE OFFICER	TENTH DISTRICT	12/14/2006	0.00
COSTELLO-KUPRIANCZYK	CARA A	POLICE OFFICER	UNKNOWN	12/24/2006	0.00
COVELLO	FRANK	POLICE OFFICER	SEVENTEENTH DISTRICT	6/20/2006	0.00
COZZO	SAM P	POLICE OFFICER	TENTH DISTRICT	8/15/2006	0.00
CRANE	ROBERT J	POLICE OFFICER	NINETEENTH DISTRICT	4/02/2007	0.00
CROSSLEY	KIRKLAND D	POLICE OFFICER	SECOND DISTRICT	2/12/2007	0.00
CUMMENS	DAVID	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/07/2007	0.00
CUNNINGHAM	DANIEL	POLICE OFFICER	SIXTEENTH DISTRICT	11/03/2002	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/09/2007

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CYGNAR	ROBERT S	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/18/2006	0.00
DAICHENDT	KURT M	POLICE OFFICER	SIXTEENTH DISTRICT	5/28/2006	0.00
DAILEY	OSCAR L	POLICE OFFICER	SEVENTH DISTRICT	3/08/2007	0.00
DALTO	ALYCE M	POLICE OFFICER	EIGHTH DISTRICT	2/24/1985	0.00
DANIHEL	MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	1/03/2006	0.00
DAQUILANTE	MATTHEW	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/22/2007	0.00
DAVID	MARCO	POLICE OFFICER	THIRTEENTH DISTRICT	11/14/2006	0.00
DAVIS	DANIELE L	POLICE OFFICER	THIRD DISTRICT	1/09/2007	0.00
DAVIS	JAMES A	POLICE OFFICER	THIRD DISTRICT	2/11/2007	0.00
DAVIS	MONICA M	POLICE OFFICER	SIXTH DISTRICT	11/28/2002	0.00
DELBOSQUE	STEPHEN M	POLICE OFFICER	FIFTH DISTRICT	1/20/2007	0.00
DELTORO	GERMAN S	POLICE OFFICER	FIRST DISTRICT	3/13/2007	0.00
DESINOR-MCALLISTER	JEANINE M	POLICE OFFICER	FOURTH DISTRICT	2/27/2007	0.00
DIAZ	JUAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/18/2006	0.00
DINEEN	THOMAS	POLICE OFFICER	INTELLIGENCE SECTION	10/30/2006	0.00
DISTASIO	ROBERT	DISTRICT COMMANDER	DETECTIVE DIVISION - AREA 1	11/28/2006	0.00
DOMAGALA	BERNARD	POLICE OFFICER	UNKNOWN	7/14/1988	0.00
DORAU	LESZEK	POLICE OFFICER	UNKNOWN	3/24/2007	0.00
DOTSON	LARRY L	POLICE OFFICER	FIFTH DISTRICT	6/20/2006	0.00
DOUGHERTY	BRIAN B	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/22/2007	0.00
DRAGOJLOVICH	NENAD	POLICE OFFICER	THIRD DISTRICT	2/21/2007	0.00
DUFFY	KEVIN	POLICE OFFICER	EIGHTEENTH DISTRICT	9/17/2006	0.00
DUFFY	PAUL	POLICE OFFICER	EIGHTH DISTRICT	1/20/2007	0.00
DUGGAN	TIMOTHY	POLICE OFFICER	FIFTEENTH DISTRICT	10/25/2006	0.00
DUIGNAN	JAMIE E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/26/2007	0.00
DUNN	GEORGE M	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/21/2007	0.00
ECHAVARRIA	VICTOR	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	2/10/2007	0.00
ECONOMOS	ROBERT C	POLICE OFFICER	EIGHTEENTH DISTRICT	3/23/2007	0.00
EDWARDS	DARRYL	POLICE OFFICER	SECOND DISTRICT	6/29/2006	0.00
EDWARDS	RAYMOND	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/23/2007	0.00
ELKINS	ERIC J	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/25/2006	0.00
ELLERBECK	THOMAS	POLICE OFFICER	UNKNOWN	2/02/2007	0.00
ELLIS	ANTHONY	POLICE OFFICER	SIXTH DISTRICT	1/10/2007	0.00
ENRIQUEZ	ELIZABETH	POLICE OFFICER	TWELFTH DISTRICT	6/04/2006	0.00
ESPINOZA	EMMANUEL	POLICE OFFICER	RECRUIT TRAINING	2/26/2007	0.00
ESQUIVEL	FRANK	POLICE OFFICER	FOURTH DISTRICT	10/25/2006	0.00
ESTER	MICHAEL	POLICE OFFICER	SIXTH DISTRICT	11/17/2006	0.00
EVANGELIDES	NICHOLAS J	POLICE OFFICER	NARCOTICS SECTION	12/13/2006	0.00
FARY	TIMOTHY J	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/18/2006	0.00
FASHINGBAUER	WILLIAM J	POLICE OFFICER	NINTH DISTRICT	10/17/2006	0.00
FELICIANO	WILSON	POLICE OFFICER	TWENTIETH DISTRICT	5/19/2006	0.00
FELTON	JAMES E	POLICE OFFICER	EIGHTEENTH DISTRICT	1/20/2007	0.00
FENCL	MATTHEW R.	POLICE OFFICER	GUN REGISTRATION	6/30/2006	0.00
FENNER	LOLITA	POLICE OFFICER	FIRST DISTRICT	12/28/2001	0.00
FERNANDEZ	ARTURO	POLICE OFFICER	FIFTH DISTRICT	2/22/2007	0.00
FIELDS	RYAN C	POLICE OFFICER	SEVENTH DISTRICT	12/13/2006	0.00
FITZPATRICK	TIMOTHY	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/29/2007	0.00
FLAHERTY	KENNETH	POLICE OFFICER	NINTH DISTRICT	9/16/2006	0.00
FLEMING	CHERYL J	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	11/09/2004	0.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/09/2007

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FLORES	CYNTHIA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/28/2007	0.00
FONG	PATRICIA A	POLICE OFFICER	FIRST DISTRICT	3/27/2007	0.00
FOSTER	REGINALD E	POLICE OFFICER	NINETEENTH DISTRICT	8/18/2006	0.00
FRANKLIN	JAMES D.	POLICE OFFICER	THIRD DISTRICT	11/09/2006	0.00
FRANKS	ROBERT D	POLICE OFFICER	UNKNOWN	2/15/2007	0.00
FRANO	JOHN W	POLICE OFFICER	FIFTEENTH DISTRICT	9/17/2006	0.00
FRAPOLLY	WILLIAM	POLICE OFFICER	NINETEENTH DISTRICT	2/04/2007	0.00
FRY	KEVIN	POLICE OFFICER	SEVENTH DISTRICT	12/17/2006	0.00
FULLER	STEPHEN B	POLICE OFFICER	EIGHTEENTH DISTRICT	4/08/2006	0.00
FULLMAN	KENNETH L	POLICE OFFICER	SECOND DISTRICT	1/09/2007	0.00
FURMANEK	JOHN E	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	8/29/2006	0.00
FYKES	ARTHUR	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/02/2006	0.00
GAJI	TIFFANY S	POLICE OFFICER	THIRD DISTRICT	4/16/2005	0.00
GALLEGOS	ABEL A	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/28/2007	0.00
GANSHIRT	PATRICK	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	3/28/2007	0.00
GARCIA	JOSE J	POLICE OFFICER	SEVENTEENTH DISTRICT	7/26/2006	0.00
GARCIA	JOSE J	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	2/21/2007	0.00
GARDNER	KEVIN J	POLICE OFFICER	FIFTH DISTRICT	7/27/2000	0.00
GARRIDO	JOHN	POLICE OFFICER	TENTH DISTRICT	9/25/2006	0.00
GASS	GEORGE W	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/17/2007	0.00
GASTON	BRIAN	POLICE OFFICER	THIRD DISTRICT	2/21/2007	0.00
GENTZLE	BRIAN R	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/14/2006	0.00
GHORBANIAN	GEORGE	POLICE OFFICER	FIFTEENTH DISTRICT	6/02/2002	0.00
GIBBONS	KEVIN B	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/09/2007	0.00
GLEASON-GALICH	COLLEEN	POLICE OFFICER	SIXTEENTH DISTRICT	10/16/2005	0.00
GLOVER	KENNETH D	POLICE OFFICER	TWELFTH DISTRICT	8/19/2006	0.00
GOCHEE	JAMES W	POLICE OFFICER	SIXTH DISTRICT	3/14/2007	0.00
GOMEZ	ALEX	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/10/2006	0.00
GOMEZ	JOSE	POLICE OFFICER	FOURTEENTH DISTRICT	6/22/2002	0.00
GONZALEZ	CAMILO E	POLICE OFFICER	TENTH DISTRICT	1/09/2005	0.00
GONZALEZ	EDUARDO	POLICE OFFICER	ELEVENTH DISTRICT	3/11/2007	0.00
GONZALEZ	MICHAEL	POLICE OFFICER	SEVENTEENTH DISTRICT	3/31/2007	0.00
GOODE	ROBERT E III	POLICE OFFICER	THIRD DISTRICT	1/25/2007	0.00
GORZELANY	GREG	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/20/2006	0.00
GOTAY	ANGEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/04/2007	0.00
GRANNES	DANIEL P	POLICE OFFICER	FIRST DISTRICT	3/01/2007	0.00
GRASSER	ANGEL C	POLICE OFFICER	SECOND DISTRICT	8/29/2006	0.00
GREENWOOD	DAVID P	POLICE OFFICER	FIFTEENTH DISTRICT	3/27/2007	0.00
GREIF	ROBERT F	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/11/2006	0.00
GRIFFIN	RICHARD C	POLICE OFFICER	SIXTH DISTRICT	7/13/2006	0.00
GRIMM	THOMAS	POLICE OFFICER	TWELFTH DISTRICT	7/01/2006	0.00
GROH	JOSEPH R	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/03/2006	0.00
GVOZDENOVICH	ANTHONY	POLICE OFFICER	EIGHTEENTH DISTRICT	10/25/2006	0.00
HADDON	JEFFREY	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	8/10/2004	0.00
HAGGARD	JAMES P	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/28/2007	0.00
HALEEM	MAHMOUD	POLICE OFFICER	EIGHTH DISTRICT	10/01/2006	0.00
HALL	CLIFFORD	POLICE OFFICER	ELEVENTH DISTRICT	2/17/2007	0.00
HALL	JOHN A	POLICE OFFICER	CENTRAL DETENTION SECTION	6/21/2006	0.00
HAMMELMANN	GARY W	POLICE OFFICER	FIFTEENTH DISTRICT	7/14/2006	0.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/09/2007

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HANKINS	CAROLYN	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	12/09/2006	0.00
HANSEN	BRIAN J	POLICE OFFICER	FIRST DISTRICT	3/04/2007	0.00
HANSEN	EDNALYN	POLICE OFFICER	NINETEENTH DISTRICT	2/18/2007	0.00
HARDY	WILLIAM H	POLICE OFFICER	NINTH DISTRICT	5/28/2005	0.00
HARRIS	ANGELA D	POLICE OFFICER	SEVENTH DISTRICT	8/04/2006	0.00
HARRIS	BRIAN L	POLICE OFFICER	SIXTH DISTRICT	4/05/2006	0.00
HARRISON	SHANITA	POLICE OFFICER	SECOND DISTRICT	1/25/2007	0.00
HAWKINS	BRIAN	POLICE OFFICER	NARCOTICS SECTION	9/06/2006	0.00
HAWTHORNE	CASSANDRA	POLICE OFFICER	EIGHTH DISTRICT	6/30/2006	0.00
HAYES	SEAN W	POLICE OFFICER	SEVENTH DISTRICT	12/18/2006	0.00
HELMA	MARC J	POLICE OFFICER	SECOND DISTRICT	11/19/2006	0.00
HELSON	ERIC E	POLICE OFFICER	FIRST DISTRICT	7/20/2006	0.00
HENDRICKS	CHERIE N	POLICE OFFICER	UNKNOWN	8/06/2006	0.00
HENEGHAN	SUSAN G	POLICE OFFICER	TRAINING DIVISION	6/02/2006	0.00
HENNELLY	MICHAEL	POLICE OFFICER	NINETEENTH DISTRICT	3/15/2007	0.00
HERNANDEZ-REY	SERGIO L	POLICE OFFICER	THIRTEENTH DISTRICT	3/07/2006	0.00
HERRERA	ANTONIO	POLICE OFFICER	ELEVENTH DISTRICT	2/07/2007	0.00
HERRERA	JUANA	POLICE OFFICER	TWELFTH DISTRICT	6/04/2006	0.00
HERRERA-SOTO-KOHNEN	ANGELINA	POLICE OFFICER	SEVENTEENTH DISTRICT	6/28/2006	0.00
HERRON-BLAKELY	CAROL	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/1996	0.00
HIHN-CZYSCON	HEIDI	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	4/11/2002	0.00
HILL	REGINALD	POLICE OFFICER	SIXTH DISTRICT	12/11/2006	0.00
HINKLE	CURTIS A.	POLICE OFFICER	FOURTH DISTRICT	2/17/2007	0.00
HOGAN	CHRISTOPHER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/16/2007	0.00
HOWARD	ANDRE L	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	12/19/2004	0.00
HOWARD	ANDRE L	POLICE OFFICER	TWELFTH DISTRICT	7/19/2006	0.00
HOWARD	ERICK M.	POLICE OFFICER	THIRD DISTRICT	1/25/2007	0.00
HOWARD JR	EDWARD	POLICE OFFICER	FIFTH DISTRICT	3/08/2007	0.00
HUGHES	DENNIS	POLICE OFFICER	INTELLIGENCE SECTION	4/16/2006	0.00
HUGHES	ROBERT	POLICE OFFICER	FIFTH DISTRICT	1/26/2007	0.00
HUNDRIESER	DAVID J	POLICE OFFICER	SIXTEENTH DISTRICT	8/06/2006	0.00
HUNT	JA'LANCE O.	POLICE OFFICER	SEVENTH DISTRICT	3/11/2006	0.00
HUNTER	MICHAEL	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/16/2007	0.00
HURD	DENNIS	POLICE OFFICER	NARCOTICS SECTION	3/09/2007	0.00
INCAPRERA	GUISEPPE	POLICE OFFICER	EIGHTEENTH DISTRICT	2/17/2007	0.00
INSLEY	GREGORY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/04/2007	0.00
IRONS	DARREN L	POLICE OFFICER	SECOND DISTRICT	2/15/2007	0.00
ISKOWITZ	MARC	POLICE OFFICER	SIXTEENTH DISTRICT	7/11/2003	0.00
IVERS	NEAL	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/17/2007	0.00
JABER	RABI	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/24/2006	0.00
JAGLARSKI	STEVEN	POLICE OFFICER	ELEVENTH DISTRICT	8/04/2006	0.00
JAROS	KRISTOPHER	POLICE OFFICER	EIGHTH DISTRICT	1/10/2007	0.00
JEFFRIES	YOLANDA	POLICE OFFICER	FIFTH DISTRICT	9/21/2006	0.00
JELKS	JENNIFER	POLICE OFFICER	THIRTEENTH DISTRICT	1/23/2007	0.00
JOHNICAN	BRANDI D	POLICE OFFICER	FOURTH DISTRICT	12/28/2006	0.00
JOHNSON	ROBERT	POLICE OFFICER	SIXTH DISTRICT	11/25/2006	0.00
JOHNSON	THOMAS	POLICE OFFICER	RECRUIT TRAINING	11/23/2006	0.00
JONES	ERIN E	POLICE OFFICER	ELEVENTH DISTRICT	2/14/2007	0.00
JONES	ROSEZITA S	POLICE OFFICER	FIFTEENTH DISTRICT	2/01/2007	0.00

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REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JOTAUTAS	FRANCISCO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/27/2005	0.00
KAPUS	DAVID J	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/07/2007	0.00
KARADJIAS	SOLOMIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/28/1995	0.00
KARSHNA	CAMERON D	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/27/2006	0.00
KATICH	CHERE	POLICE OFFICER	DISTRICT REINSTATEMENTS	9/13/2006	0.00
KAUP	EDWIN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/06/2006	0.00
KAZARNOWICZ	MARCIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/13/2007	0.00
KAZUPSKI	EDWARD R	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	5/23/2006	0.00
KEATING-THOMPSON	DAVINA	POLICE OFFICER	SECOND DISTRICT	3/14/2007	0.00
KEETER	JOSEPH	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/30/2006	0.00
KELL-HECKENBACH	MARY ELIZABETH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/21/2006	0.00
KELLY	PATRICK J	POLICE OFFICER	NINTH DISTRICT	1/16/2007	0.00
KELLY	PETER	POLICE OFFICER	EIGHTEENTH DISTRICT	1/28/2007	0.00
KENDRICKS	SAMUEL JR.	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/13/2006	0.00
KENNEDY	CHERYL	POLICE OFFICER	FOURTH DISTRICT	2/27/2007	0.00
KILL	JOHN M	POLICE OFFICER	FOURTH DISTRICT	3/03/2007	0.00
KIM	ALEXANDER B	POLICE OFFICER	EIGHTH DISTRICT	11/13/2005	0.00
KING	ALFRED J	POLICE OFFICER	EIGHTEENTH DISTRICT	3/13/2007	0.00
KNUDSON	DOROTHY J	SERGEANT	ELEVENTH DISTRICT	12/06/2006	0.00
KOGER	DONALD A	POLICE OFFICER	SECOND DISTRICT	3/16/2007	0.00
KONIARSKI	JENNIFER L	POLICE OFFICER	RECRUIT TRAINING	10/15/2003	0.00
KORBAS	DEAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/29/2006	0.00
KOSTECKI	JOHN G	POLICE OFFICER	NINETEENTH DISTRICT	1/10/2007	0.00
KOZENKO	MICHAEL	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	8/30/2004	0.00
KRISHACK	CELESTE	POLICE OFFICER	RECRUIT TRAINING	3/27/2007	0.00
KRISTIE-BONE	AUDREY	POLICE OFFICER	MOUNTED UNIT	3/10/2007	0.00
KROFEL	KENNETH	POLICE OFFICER	TWENTIETH DISTRICT	6/05/1993	0.00
KUMIGA	MICHAEL J.	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/11/2007	0.00
KUPRIANCZYK	MIRO A	POLICE OFFICER	NINETEENTH DISTRICT	8/19/2006	0.00
KURI	CESAR	POLICE OFFICER	ELEVENTH DISTRICT	2/12/2006	0.00
KURI	CESAR	POLICE OFFICER	ELEVENTH DISTRICT	3/19/2007	0.00
KURNAT	JOHN C	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/11/2007	0.00
LACEY	MICHAEL A	POLICE OFFICER	SEVENTH DISTRICT	1/26/2007	0.00
LADUZINSKY	MARK J	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/28/2006	0.00
LANDORF	ERIC A.	POLICE OFFICER	SIXTEENTH DISTRICT	7/24/2006	0.00
LANDRUM	JASON L	POLICE OFFICER	THIRD DISTRICT	10/01/2006	0.00
LANE	REGINALD S	POLICE OFFICER	THIRD DISTRICT	3/25/2000	0.00
LARDINO	DANIEL P	POLICE OFFICER	TWENTIETH DISTRICT	9/28/2006	0.00
LARSON	CHRISTOPHER	POLICE OFFICER	SEVENTH DISTRICT	3/03/2007	0.00
LEAVY	JOHN R	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/23/2007	0.00
LEJA	JACEK R.	POLICE OFFICER	ELEVENTH DISTRICT	6/23/2006	0.00
LESIECKI	ANDREW	POLICE OFFICER	NINTH DISTRICT	8/07/2006	0.00
LEVEILLE	STEVEN G	POLICE OFFICER	SEVENTH DISTRICT	12/27/2006	0.00
LEWIS	MATT D	POLICE OFFICER	THIRD DISTRICT	1/30/2007	0.00
LINDAHL	CHRISTOPHER	POLICE OFFICER	TWELFTH DISTRICT	3/10/2007	0.00
LISULA	NANCY J	POLICE OFFICER	SIXTH DISTRICT	12/14/2005	0.00
LIVA	WILLIAM	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/29/2007	0.00
LOFFREDO	STEVE	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/19/2006	0.00
LOMBARD	DANIEL	POLICE OFFICER	EIGHTEENTH DISTRICT	7/16/2006	0.00

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LOPEZ	JAMES S	POLICE OFFICER	NINTH DISTRICT	11/03/2006	0.00
LOTTMAN	ROBERT	POLICE OFFICER	SIXTEENTH DISTRICT	3/02/2007	0.00
LUCID	JOHN P	POLICE OFFICER	TENTH DISTRICT	3/27/2007	0.00
MACIAS	ALFONSO	POLICE OFFICER	SECOND DISTRICT	1/04/2007	0.00
MACK	PAUL	POLICE OFFICER	MOUNTED UNIT	11/21/2006	0.00
MAINES	MICHAEL H	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	3/24/2007	0.00
MAKOWSKI	KAREN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/30/2006	0.00
MALKOWSKI	CARMEN	POLICE OFFICER	SIXTH DISTRICT	7/26/2003	0.00
MANCUSO	MICHAEL	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	1/18/2007	0.00
MANJARREZ	BERNARDO	POLICE OFFICER	FIFTEENTH DISTRICT	2/23/2007	0.00
MARTINEZ	JAIR	POLICE OFFICER	SIXTH DISTRICT	3/17/2007	0.00
MARTINEZ	MICHAEL A	POLICE OFFICER	EIGHTEENTH DISTRICT	1/05/2007	0.00
MARTINEZ	RAFAEL	POLICE OFFICER	EIGHTH DISTRICT	6/23/2006	0.00
MATOS	ANDREW	POLICE OFFICER	FOURTEENTH DISTRICT	4/03/2007	0.00
MATURA	GREGORY F	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/22/2006	0.00
MAU	GRETCHEN A	POLICE OFFICER	SEVENTH DISTRICT	7/31/2006	0.00
MAZEIKA-RONAN	RUTH	POLICE OFFICER	TRAINING DIVISION	8/08/2006	0.00
MCCALLUM	ROBERT	POLICE OFFICER	SIXTH DISTRICT	2/26/2007	0.00
MCCANTS	LAMOINE M	POLICE OFFICER	THIRD DISTRICT	2/21/2007	0.00
MCCLORY	KATHLEEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/20/1993	0.00
MCCRAY	PHILONIESE	POLICE OFFICER	THIRD DISTRICT	9/18/2006	0.00
MCDERMOTT	DOUGLAS	POLICE OFFICER	UNKNOWN	3/07/2007	0.00
MCDEVITT	BERNARD	POLICE OFFICER	NINTH DISTRICT	3/09/2007	0.00
MCGARRY	DENNIS W	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	1/20/2007	0.00
MCGEE	JOHN T	POLICE OFFICER	SECOND DISTRICT	10/24/2006	0.00
MCGOVERN	EDWARD P	POLICE OFFICER	ELEVENTH DISTRICT	2/21/2007	0.00
MCGOWAN	ANTHONY N	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/09/2007	0.00
MCGREAL	KATHLEEN	POLICE OFFICER	EIGHTH DISTRICT	8/02/2006	0.00
MCMAHON	MARY L	POLICE OFFICER	SIXTH DISTRICT	10/06/2006	0.00
MCNICHOLAS	MATTHEW B	POLICE OFFICER	ELEVENTH DISTRICT	9/23/2006	0.00
MCNICHOLS	THOMAS D	POLICE OFFICER	SIXTEENTH DISTRICT	2/06/2007	0.00
MCVEY	BRIAN T.	POLICE OFFICER	THIRD DISTRICT	10/04/2006	0.00
MENESES	CARLOS G.	POLICE OFFICER	NINTH DISTRICT	3/14/2007	0.00
MERAZ	VERONICA	POLICE OFFICER	THIRD DISTRICT	2/21/2007	0.00
MILLER	FREDERICK E.	POLICE OFFICER	RECRUIT TRAINING	11/22/2006	0.00
MILNER	BRIAN G	POLICE OFFICER	FOURTEENTH DISTRICT	3/08/2007	0.00
MINT	RICHARD R	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	1/25/2005	0.00
MITCHELL-LIPSEY	MIREYA	POLICE OFFICER	ELEVENTH DISTRICT	2/28/2007	0.00
MIZONES	ROBERT F.	POLICE OFFICER	TWENTIETH DISTRICT	11/26/2006	0.00
MOLAS	ENRIGUE	POLICE OFFICER	FOURTEENTH DISTRICT	3/25/2007	0.00
MONTGOMERY	EDWARD	POLICE OFFICER	EIGHTEENTH DISTRICT	2/23/2007	0.00
MOORE-POWELL	CENTERIA	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/05/2006	0.00
MORGAN	NORMAN P	POLICE OFFICER	FIRST DISTRICT	12/27/2006	0.00
MORRIN	DANIEL J	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/12/2007	0.00
MORRIS	BOBBY R	POLICE OFFICER	EIGHTEENTH DISTRICT	2/23/2007	0.00
MORRIS	JACQUELINE	POLICE OFFICER	SECOND DISTRICT	5/25/2006	0.00
MORRIS-TILLERY	MARY	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/19/2006	0.00
MOYER	PATRICK J	POLICE OFFICER	EIGHTEENTH DISTRICT	2/26/2007	0.00
MUHAMMAD	ARUSTUS C	POLICE OFFICER	TWELFTH DISTRICT	3/16/2007	0.00

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MULLEN	JAMES	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/1996	0.00
MURILLO	DAVIS	POLICE OFFICER	THIRD DISTRICT	10/04/2006	0.00
MURPHY	JOHNNY	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/13/2006	0.00
MURPHY	ROBERT A	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	12/26/2006	0.00
MURPHY	WILLIAM C	POLICE OFFICER	FOURTH DISTRICT	11/26/2006	0.00
MURRIN	STEPHEN T	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	2/18/2007	0.00
MURRY	REECE A.	POLICE OFFICER	FIRST DISTRICT	11/01/2006	0.00
NAANES	RACHEL	POLICE OFFICER	RECRUIT TRAINING	3/07/2007	0.00
NASH	LASHONDA A	POLICE OFFICER	EIGHTH DISTRICT	2/21/2007	0.00
NAVEZ	PETAIN	POLICE OFFICER	SEVENTEENTH DISTRICT	1/21/2007	0.00
NELLUM	JAMAY	POLICE OFFICER	RECRUIT TRAINING	2/28/2007	0.00
NELSON	JERALD L	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/17/2007	0.00
NELSON	TIFFANY M.	POLICE OFFICER	RECRUIT TRAINING	10/17/2006	0.00
NESSEL	JONATHAN P	POLICE OFFICER	EIGHTEENTH DISTRICT	10/01/2006	0.00
NEUMEYER	RICHARD W	POLICE OFFICER	FOURTEENTH DISTRICT	6/21/2006	0.00
NOWAK	PHILLIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/1987	0.00
NOWAK-FOLEY	DARLENE A	POLICE OFFICER	FIFTEENTH DISTRICT	6/14/1986	0.00
NYKIEL	CRAIG	POLICE OFFICER	FOURTEENTH DISTRICT	1/19/2007	0.00
NYKIEL	CRAIG	POLICE OFFICER	FOURTEENTH DISTRICT	3/09/2007	0.00
OAKES	THOMAS	POLICE OFFICER	NINTH DISTRICT	1/04/2007	0.00
OBRZUT	JACLYN A	POLICE OFFICER	SEVENTH DISTRICT	7/31/2006	0.00
ODONNELL	RYAN	POLICE OFFICER	RECRUIT TRAINING	6/12/2006	0.00
ORKOWSKI	JAYSEN	POLICE OFFICER	SEVENTH DISTRICT	12/21/2006	0.00
ORTMAN	KENNETH	POLICE OFFICER	FIRST DISTRICT	1/22/2000	0.00
OSKVAREK	GLENN J	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/08/2007	0.00
OWENS	JOHN W	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/20/2005	0.00
PABON	JOSEPH L	POLICE OFFICER	EIGHTEENTH DISTRICT	11/15/2006	0.00
PACOCHA	JEFFREY S	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/13/2007	0.00
PALIDER	PATRICK J	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/13/2007	0.00
PALLER	KAREN	POLICE OFFICER	SEVENTH DISTRICT	9/28/2005	0.00
PANEK	SHERYL L	POLICE OFFICER	FIRST DISTRICT	3/11/2007	0.00
PANICO	MICHAEL	POLICE OFFICER	VICE CONTROL SECTION	1/07/2004	0.00
PANOTHIOCAS	GEORGE A	POLICE OFFICER	ELEVENTH DISTRICT	12/30/2006	0.00
PASZOWSKI	THOMAS A	POLICE OFFICER	EIGHTH DISTRICT	6/06/1997	0.00
PAYNE	FELICIA	POLICE OFFICER	RECRUIT TRAINING	12/15/1999	0.00
PENA	AARON	POLICE OFFICER	TENTH DISTRICT	11/24/2006	0.00
PENA	ARTEMIO	POLICE OFFICER	FIRST DISTRICT	5/18/2006	0.00
PERDUE	MICHAEL E	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/14/2007	0.00
PEREZ	ROSALI	POLICE OFFICER	RECRUIT TRAINING	2/21/2007	0.00
PERRY	DUANE R	POLICE OFFICER	SECOND DISTRICT	8/26/2006	0.00
PETRULIS	AARON P	POLICE OFFICER	UNKNOWN	2/22/2006	0.00
PETTIS	MICHAEL O	POLICE OFFICER	FIFTH DISTRICT	11/14/2006	0.00
PETTY	VERLON	POLICE OFFICER	FOURTH DISTRICT	2/16/2007	0.00
PIETRUCHA	MICHAEL A	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/01/2006	0.00
PIETRUCHA	MICHAEL A	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/11/2007	0.00
PIPER	PETER J	POLICE OFFICER	TWENTIETH DISTRICT	9/25/2006	0.00
PISCITELLI	DOROTHY I	POLICE OFFICER	EIGHTH DISTRICT	7/29/2005	0.00
POMORSKI	THOMAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/04/2007	0.00
PORADZISZ	AARON	POLICE OFFICER	FIFTH DISTRICT	6/10/2006	0.00

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POULOS	CORTNEY L	POLICE OFFICER	RECRUIT TRAINING	2/19/2007	0.00
POWE	KIMBERLEE	POLICE OFFICER	FIFTH DISTRICT	11/21/2005	0.00
POZULP	KERRY C	POLICE OFFICER	RECRUIT TRAINING	2/16/2007	0.00
PRADO	JUAN	POLICE OFFICER	FOURTEENTH DISTRICT	3/13/2005	0.00
PRINGLE	TERRY J	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/15/2002	0.00
PRSKALO	DANIEL	POLICE OFFICER	SECOND DISTRICT	11/17/2005	0.00
PUJOE	KENVAR J	POLICE OFFICER	RECRUIT TRAINING	11/08/2006	0.00
QUINTERO	GERARDO	POLICE OFFICER	SEVENTH DISTRICT	3/20/2007	0.00
RAEHL	LAWRENCE J	POLICE OFFICER	NINTH DISTRICT	7/09/2006	0.00
RAINES	THOMAS	POLICE OFFICER	ELEVENTH DISTRICT	8/12/2006	0.00
RAK	JOHN	POLICE OFFICER	FIFTEENTH DISTRICT	10/21/1992	0.00
RAMIREZ	GRACIE	POLICE OFFICER	RECRUIT TRAINING	4/20/2006	0.00
RAMIREZ	VICTOR M	POLICE OFFICER	RECRUIT TRAINING	7/27/2006	0.00
RAMIREZ-WIESINGER	MAJA	POLICE OFFICER	NINETEENTH DISTRICT	10/12/2006	0.00
RAMOS	DAVID	POLICE OFFICER	FOURTEENTH DISTRICT	3/16/2007	0.00
REED	DARIUS J	POLICE OFFICER	ELEVENTH DISTRICT	2/09/2007	0.00
REED	LARRY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	6/19/2006	0.00
RENTERIA	MARCO A.	POLICE OFFICER	RECRUIT TRAINING	9/12/2006	0.00
REYES	ROGER	POLICE OFFICER	TENTH DISTRICT	4/06/1982	0.00
REYNO	HECTOR A	POLICE OFFICER	FOURTEENTH DISTRICT	2/06/2007	0.00
REZNY	LANCE M	POLICE OFFICER	EIGHTEENTH DISTRICT	3/17/2007	0.00
RICHARD-KAMALU	JANICE L	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/27/2001	0.00
RICHARDSON	JUANITA	POLICE OFFICER	TWENTIETH DISTRICT	1/29/2005	0.00
RIGAN	KRISTOPHER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/03/2006	0.00
RIVERA	MIGUEL	POLICE OFFICER	FOURTEENTH DISTRICT	2/17/2007	0.00
RIZZO	RICHARD	POLICE OFFICER	TENTH DISTRICT	3/21/2007	0.00
ROBERTS	CRAIG	POLICE OFFICER	FIRST DISTRICT	9/11/2005	0.00
RODEKOHR	BRANDON K	POLICE OFFICER	RECRUIT TRAINING	11/13/2006	0.00
RODRIGUEZ	BRIAN	POLICE OFFICER	EIGHTEENTH DISTRICT	7/30/2006	0.00
RODRIGUEZ-HANLEY	DARLENE A	POLICE OFFICER	THIRTEENTH DISTRICT	2/10/2006	0.00
ROLDAN	GIOVANNI A.	POLICE OFFICER	NINETEENTH DISTRICT	11/25/2006	0.00
ROLLINS	CHARLES J	POLICE OFFICER	NINTH DISTRICT	12/16/2006	0.00
ROMERO	BENITO JR	POLICE OFFICER	RECRUIT TRAINING	12/13/2005	0.00
RUSCH	KRISTY C	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/16/2007	0.00
RYAN	LAWRENCE R	POLICE OFFICER	FOURTH DISTRICT	2/09/2007	0.00
SALAZAR	RICARDO	POLICE OFFICER	FOURTH DISTRICT	2/21/2007	0.00
SALDANA	LUIS	POLICE OFFICER	NINTH DISTRICT	2/20/2007	0.00
SANDERS	JOHN M.	POLICE OFFICER	SEVENTH DISTRICT	12/29/2006	0.00
SANTIAGO	ALVIN	POLICE OFFICER	EIGHTEENTH DISTRICT	3/23/2007	0.00
SANTIAGO	JUAN J	POLICE OFFICER	FOURTEENTH DISTRICT	9/08/2006	0.00
SCHUMPP	TIMOTHY J	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/24/2006	0.00
SEAVERS	RICHARD	POLICE OFFICER	TWELFTH DISTRICT	2/23/2006	0.00
SEGURA	STEVEN	POLICE OFFICER	TENTH DISTRICT	11/22/2006	0.00
SERPE	CHARLES	POLICE OFFICER	UNKNOWN	2/11/2007	0.00
SEYFERT	EUGENE	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/1991	0.00
SHAMAH	MOHAMMAD	POLICE OFFICER	SEVENTH DISTRICT	12/29/2005	0.00
SHANNON	DEBORA S	POLICE OFFICER	SEVENTH DISTRICT	8/11/2006	0.00
SHAUGHESSY	JOHN M	POLICE OFFICER	NINTH DISTRICT	2/08/2007	0.00
SHERLOCK	ANTHONY	POLICE OFFICER	SEVENTEENTH DISTRICT	11/23/2006	0.00

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SILVA-ARREOLA	JOANNE	POLICE OFFICER	FIFTH DISTRICT	12/04/2006	0.00
SIMONETTI	MARCO J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/08/2006	0.00
SINGLETON	IRENE	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/20/2007	0.00
SLATER	JASON	POLICE OFFICER	RECRUIT TRAINING	2/22/2007	0.00
SMITH	LARRY	POLICE OFFICER	SPECIAL OPERATIONS SECTION	8/16/2006	0.00
SMITH-HOLMES	NECOLE	POLICE OFFICER	FOURTH DISTRICT	6/12/2003	0.00
SOLANA	LEON W	POLICE OFFICER	SEVENTH DISTRICT	2/25/2007	0.00
SOLIS	ZIOLA M	POLICE OFFICER	THIRTEENTH DISTRICT	12/08/2006	0.00
SOLTIS	DAVID	POLICE OFFICER	SECOND DISTRICT	5/29/2006	0.00
SONLEY	JOHN	POLICE OFFICER	SECOND DISTRICT	2/14/2007	0.00
SOTO	JAMIE	POLICE OFFICER	SIXTH DISTRICT	7/25/2006	0.00
SOTO	WILLIAM	POLICE OFFICER	TENTH DISTRICT	4/04/2006	0.00
SOTO, JR	RICHARD	POLICE OFFICER	NINTH DISTRICT	2/22/2007	0.00
SPAARGAREN	JACQUELINE	POLICE OFFICER	FOURTH DISTRICT	12/13/2006	0.00
SPAARGAREN	MICHAEL T	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/10/2006	0.00
SPIZZIRRI	EDWARD A	POLICE OFFICER	TWELFTH DISTRICT	9/23/2006	0.00
SPRAGGINS	JABULANI CLAREN	POLICE OFFICER	SECOND DISTRICT	1/14/1983	0.00
SPREYNE	BRYAN A	POLICE OFFICER	EIGHTH DISTRICT	12/23/2006	0.00
STADNICKI	CASIMIR R	POLICE OFFICER	FIRST DISTRICT	1/23/2007	0.00
STANKOWSKI	DONALD D	POLICE OFFICER	EIGHTEENTH DISTRICT	2/21/2007	0.00
SURVILLION	ALLEN F	POLICE OFFICER	SEVENTH DISTRICT	9/29/2006	0.00
SWEENEY	GREGORY K	POLICE OFFICER	FOURTEENTH DISTRICT	10/22/2005	0.00
SYMANSKI	SUSAN	POLICE OFFICER	UNKNOWN	11/26/2006	0.00
SZUDY	EDMUND M	POLICE OFFICER	UNKNOWN	9/24/2006	0.00
TAGLER	ANGELO	POLICE OFFICER	MARINE UNIT	11/14/2006	0.00
TANOVIC	AMER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/28/2007	0.00
TATE	KEVIN B	POLICE OFFICER	FIFTH DISTRICT	12/19/2006	0.00
TAYLOR	GEORGE	POLICE OFFICER	SEVENTH DISTRICT	3/27/2007	0.00
TAYLOR	SEPHERE	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/06/1993	0.00
TENZER	JOSEPH H	POLICE OFFICER	TWELFTH DISTRICT	1/19/1977	0.00
THIRY	PATRICK M	POLICE OFFICER	SEVENTH DISTRICT	2/25/2007	0.00
THOLL	ROBERT J	POLICE OFFICER	FIFTEENTH DISTRICT	2/01/2007	0.00
THOMPSON	ABASI T	POLICE OFFICER	FOURTEENTH DISTRICT	10/21/2006	0.00
THOMPSON	BELINDA	POLICE OFFICER	SECOND DISTRICT	11/06/2006	0.00
TIRADO	MARCO	POLICE OFFICER	SEVENTEENTH DISTRICT	3/29/2007	0.00
TOJONG	LESTER G	POLICE OFFICER	SEVENTEENTH DISTRICT	1/02/2007	0.00
TOKARZ	JOYCE A	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/06/1998	0.00
TOMESCU	LIVIUS	POLICE OFFICER	RECRUIT TRAINING	3/02/2007	0.00
TONER	THOMAS P	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/24/2007	0.00
TOTTAS	CHRISTOS T	POLICE OFFICER	RECRUIT TRAINING	2/09/2007	0.00
TRACEY	KRISTIN	POLICE OFFICER	FIFTEENTH DISTRICT	2/01/2007	0.00
TREVINO	LEE	POLICE OFFICER	FOURTEENTH DISTRICT	12/11/2006	0.00
TRIPLETT	LAFAYETTE	POLICE OFFICER	FIFTEENTH DISTRICT	3/14/2007	0.00
TROMAN	ALICIA A	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/21/2007	0.00
TYLER	MICHAEL	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	11/29/2006	0.00
VALENCIA	JOHN F	POLICE OFFICER	UNKNOWN	9/18/2006	0.00
VALENZUELA	JULIAN	POLICE OFFICER	RECRUIT TRAINING	5/18/2006	0.00
VALENZUELA	OSCAR	POLICE OFFICER	FIFTEENTH DISTRICT	5/06/2006	0.00
VANNA	JASON W	POLICE OFFICER	SIXTH DISTRICT	9/30/2006	0.00

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
VANVEGTEN	ANDRE H	POLICE OFFICER	UNKNOWN	1/09/1997	0.00
VARGAS-AGUILERA	GAIL V	POLICE OFFICER	FOURTH DISTRICT	9/27/2005	0.00
VAZQUEZ	MIGDALIZ	POLICE OFFICER	RECRUIT TRAINING	3/20/2006	0.00
VAZQUEZ	MIGDALIZ	POLICE OFFICER	RECRUIT TRAINING	10/17/2006	0.00
VEGA	GERARDO	POLICE OFFICER	ELEVENTH DISTRICT	2/15/2007	0.00
VEGA	LOUIS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/04/2005	0.00
VELEZ	BENJAMIN	POLICE OFFICER	EIGHTH DISTRICT	3/10/2007	0.00
VICARI	FRANK A	POLICE OFFICER	FIFTH DISTRICT	6/04/2006	0.00
VILLARREAL	STEPHEN	POLICE OFFICER	SEVENTEENTH DISTRICT	1/28/2007	0.00
VINS	MICHAEL A	POLICE OFFICER	INTELLIGENCE SECTION	6/23/2006	0.00
WALKER	RONALD S	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/14/2007	0.00
WALSH	DONNA M	POLICE OFFICER	EIGHTH DISTRICT	12/26/2006	0.00
WALSH	PATRICK	POLICE OFFICER	NINETEENTH DISTRICT	8/04/1981	0.00
WALTON	NANCY	POLICE OFFICER	RECRUIT TRAINING	12/28/2006	0.00
WARNER	JEROME	POLICE OFFICER	RECRUIT TRAINING	3/20/2007	0.00
WARNKE	JOSEPH P	POLICE OFFICER	EIGHTEENTH DISTRICT	4/04/2006	0.00
WARREN	DANIEL E.	POLICE OFFICER	ELEVENTH DISTRICT	12/06/2006	0.00
WARREN	LORRAINE R	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/02/2007	0.00
WATTS	OTIS O JR.	POLICE OFFICER	FIFTEENTH DISTRICT	1/07/2007	0.00
WATTS	OTIS O JR.	POLICE OFFICER	FIFTEENTH DISTRICT	1/15/2007	0.00
WEATHERLY	BOBBY F.	POLICE OFFICER	SIXTH DISTRICT	3/06/2007	0.00
WEBB	TARIC G	POLICE OFFICER	THIRD DISTRICT	1/01/2007	0.00
WELCH-POTTS	KAREN Y	POLICE OFFICER	SECOND DISTRICT	2/22/2007	0.00
WELLS	DEIDRA L.	POLICE OFFICER	THIRD DISTRICT	1/30/2007	0.00
WELLS	JAMES L	POLICE OFFICER	SIXTH DISTRICT	1/07/2007	0.00
WHITE	JOSEPH	POLICE OFFICER	SIXTH DISTRICT	3/14/2007	0.00
WHITESIDE	MARIA M	POLICE OFFICER	TENTH DISTRICT	4/01/2007	0.00
WIECZOREK	STEVE	POLICE OFFICER	THIRTEENTH DISTRICT	2/27/2007	0.00
WILLIAMS	KENNETH L	POLICE OFFICER	SIXTH DISTRICT	9/15/2006	0.00
WILLIAMS	RICKEY	POLICE OFFICER	ELEVENTH DISTRICT	11/30/2006	0.00
WILLIAMSON	JAMES	POLICE OFFICER	TWELFTH DISTRICT	3/08/2005	0.00
WILSON	ELIZABETH	POLICE OFFICER	FOURTH DISTRICT	3/08/2007	0.00
WITCZAK	CHRIS J	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/01/2007	0.00
WOODS	JIMMY	POLICE OFFICER	ELEVENTH DISTRICT	2/14/2007	0.00
WOZNICKI	ROBERT A	POLICE OFFICER	SIXTEENTH DISTRICT	1/08/2007	0.00
WRIGHT-KRYGOWSKI	TAMMI L	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/08/1997	0.00
YARBROUGH-MILOVICH	CANDACE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/15/2006	0.00
YOUNG	DARRYL	POLICE OFFICER	FIFTH DISTRICT	6/29/2006	0.00
YOUNG	JAMES	POLICE OFFICER	EIGHTEENTH DISTRICT	1/26/2007	0.00
YUKAWA-BRANCHER	LAURA	POLICE OFFICER	SEVENTEENTH DISTRICT	1/28/2007	0.00
ZADURA	VITA C	POLICE OFFICER	FIFTEENTH DISTRICT	1/18/2007	0.00
ZALA	VEEJAY	POLICE OFFICER	EIGHTEENTH DISTRICT	10/31/2006	0.00
ZAMORA	RUBY	POLICE OFFICER	RECRUIT TRAINING	2/15/2006	0.00
ZAVALETA	RAMON	POLICE OFFICER	UNKNOWN	12/30/2006	0.00
ZEGA	JAMES E	POLICE OFFICER	FOURTH DISTRICT	1/21/2007	0.00
ZULLO	GREGORY	POLICE OFFICER	THIRTEENTH DISTRICT	4/08/2006	0.00
BALDACCI	JOSEPH	FIREFIGHTER	AMBULANCE 18	3/10/2005	0.00
BARABASZ	GREGORY	PARAMEDIC	ENGINE COMPANY 102	9/14/2003	0.00
BARNES	CARROLL	FIREFIGHTER	ENGINE COMPANY 80	10/01/2005	0.00

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BARRY	JAMES	FIREFIGHTER	AMBULANCE 35	5/25/2006	0.00
BARTGEN	WILLIAM	FIREFIGHTER	AMBULANCE 8	3/20/2005	0.00
BEASON	DAVE A.	FIREFIGHTER	ENGINE COMPANY 121	5/03/2006	0.00
BEZAZIAN	STEPHEN	FIREFIGHTER	ENGINE COMPANY 78	6/22/2006	0.00
BIGONESS	JAMES	FIREFIGHTER	TRUCK 51	5/18/2006	0.00
BIRMINGHAM	SCOTT	FIREFIGHTER	AMBULANCE 19	5/31/2006	0.00
BIVER-ESTRADA	JACQUELINE	FIREFIGHTER	UNKNOWN	4/27/2006	0.00
BOBER	CHARLES	FIREFIGHTER	DISTRICT RELIEF 6	5/08/2006	0.00
BORNER	JOHN P	FIREFIGHTER	DISTRICT RELIEF 1	5/10/2006	0.00
BRACKIN	LAWRENCE	FIREFIGHTER	ENGINE COMPANY 123	6/03/2006	0.00
BREAUX	DANIEL	PARAMEDIC	SQUAD 3	8/05/2003	0.00
CARON	ROBERT	FIREFIGHTER	ENGINE COMPANY 4	9/06/2006	0.00
CARR	GEORGE	FIREFIGHTER	TRUCK 34	10/14/2006	0.00
CHEATHAM	SANDRA	FIREFIGHTER	UNKNOWN	6/08/2006	0.00
CHRYSTY	DAVID	FIREFIGHTER	TRUCK 44	6/10/2006	0.00
COLEMAN II	BOYCE R	FIREFIGHTER	ENGINE COMPANY 122	5/17/2006	0.00
COLLINS	PATRICK	FIREFIGHTER	ENGINE COMPANY 115	10/24/2003	0.00
COLLINS	TOM	FIREFIGHTER	AMBULANCE 45	5/14/2006	0.00
COYNE	PAT	FIREFIGHTER	ENGINE COMPANY 26	6/04/2006	0.00
CRAWFORD	EDWARD	FIREFIGHTER	ENGINE COMPANY 112	12/11/2005	0.00
CRUZ	SAMUEL	POLICE OFFICER	UNKNOWN	12/11/2005	0.00
DAMPIER	MARLON	FIREFIGHTER	TRUCK 52	5/22/2006	0.00
DANIELAK	JOSEPH	FIREFIGHTER	UNKNOWN	5/09/2006	0.00
DELMARTO	MICHAEL	FIREFIGHTER	AMBULANCE 7	5/24/2006	0.00
DILL	CORNELIUS	FIREFIGHTER	ENGINE COMPANY 71	8/17/2005	0.00
DOOLEY-KASPER	BRANDY	FIREFIGHTER	AMBULANCE 45	6/22/2006	0.00
DOUGHERTY	WILLIAM	FIREFIGHTER	TRUCK 41	12/06/2006	0.00
DUFFY	WILLIAM	FIREFIGHTER	SQUAD 1	6/03/2006	0.00
DUSZAK	GARY	FIREFIGHTER	ENGINE COMPANY 68	8/21/2004	0.00
ESTEY	JAMES	FIREFIGHTER	TRUCK 23	5/13/2006	0.00
EXTER	FREDERICK	FIREFIGHTER	TRUCK 37	4/11/2006	0.00
FAGIANO	PAUL	FIREFIGHTER	TRUCK 10	6/26/2006	0.00
FINN	BRIAN	FIREFIGHTER	ENGINE COMPANY 123	6/03/2006	0.00
FLAHIVE	THOMAS	FIREFIGHTER	TRUCK 14	5/20/2006	0.00
GALLOZA	EDWARD	FIREFIGHTER	TRUCK 14	5/16/2006	0.00
GAUGHAN	MARTIN G	LIEUTENANT	DISTRICT RELIEF 3	12/23/2000	0.00
GIBSON	DOMINIC	FIREFIGHTER	ENGINE COMPANY 43	10/23/2005	0.00
GIBSON	DOMINIC	FIREFIGHTER	ENGINE COMPANY 43	8/02/2004	0.00
GIORDANO	JOHN	FIREFIGHTER	DISTRICT RELIEF 2	5/24/2006	0.00
GRAMER-HAMP	DEBORAH	FIREFIGHTER	AMBULANCE 41	5/25/2006	0.00
GRAY	KEITH L	FIREFIGHTER	UNKNOWN	5/21/2006	0.00
GUERIN	MICHAEL	FIREFIGHTER	ENGINE COMPANY 69	5/07/2006	0.00
GUIDER	CHARLES	FIREFIGHTER	ENGINE COMPANY 44	5/19/2006	0.00
GUIEL	DAVID S	FIREFIGHTER	UNKNOWN	5/15/2006	0.00
HAMILTON	EDWARD	FIREFIGHTER	UNKNOWN	5/30/2006	0.00
HAYNES	PATRICK	FIREFIGHTER	TRUCK 7	11/12/1999	0.00
HERNANDEZ	PEDRO	FIREFIGHTER	TRUCK 25	8/21/2006	0.00
HERRERA	GILBERTO	FIREFIGHTER	TRUCK 14	5/16/2006	0.00
HOWE	THOMAS	FIREFIGHTER	ENGINE COMPANY 57	5/25/2006	0.00

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IWAI	KEN	FIREFIGHTER	DISTRICT RELIEF 2	5/14/2006	0.00
JENSSEN	KIRT	LIEUTENANT	EMERGENCY PREPAREDNESS DISASTE	1/02/2004	0.00
KAVENEY	JOHN K	FIREFIGHTER	AMBULANCE 39	5/30/2006	0.00
KOTLARZ	STANLEY T	FIREFIGHTER	UNKNOWN	2/12/2006	0.00
KOZMINSKI	JACEK	FIREFIGHTER	ENGINE COMPANY 98	8/23/2005	0.00
KURGAN	CHAD	FIREFIGHTER	TRUCK 1	5/06/2006	0.00
LABONTE	DANIEL	FIREFIGHTER	UNKNOWN	7/03/2005	0.00
LANDERS	ROBERT J	FIREFIGHTER	AMBULANCE 18	1/30/2006	0.00
MACEK	ROBERT	FIREFIGHTER	SNORKEL SQUAD 3	7/23/2006	0.00
MAGEE	MICHAEL	FIREFIGHTER	ENGINE COMPANY 103	1/09/2006	0.00
MALITO	SCOTT	FIREFIGHTER	ENGINE COMPANY 29	5/18/2006	0.00
MALONE	KAREN M	FIREFIGHTER	AMBULANCE 22	3/01/2006	0.00
MARTINEZ	ISIDRO	FIREFIGHTER	TRUCK 20	5/14/2000	0.00
MCDERMOTT	PATRICK	FIREFIGHTER	SQUAD 5	5/22/2006	0.00
MCVEY	MICHAEL	FIREFIGHTER	ENGINE COMPANY 82	6/11/2006	0.00
MESSINA	MICHAEL	FIREFIGHTER	ENGINE COMPANY 55	10/08/2005	0.00
MILLER	JAMES	FIREFIGHTER	TRUCK 32	8/22/2006	0.00
MILTON	WILLIAM	FIREFIGHTER	TRUCK 7	3/05/2006	0.00
MULLALLY	DENNIS	PARAMEDIC	AMBULANCE 31	1/22/2005	0.00
MURPHY	ED	FIREFIGHTER	TRUCK 16	6/01/2006	0.00
MUSCARE	TINA	FIREFIGHTER	ENGINE COMPANY 106	3/31/2004	0.00
NEWELL	KEVIN	FIREFIGHTER	ENGINE COMPANY 113	2/19/2006	0.00
OHARA	KEVIN J	FIREFIGHTER	ENGINE COMPANY 65	5/07/2006	0.00
OMALLEY	KEVIN	FIREFIGHTER	UNKNOWN	4/20/2006	0.00
ORTIZ	ALFONSO	FIREFIGHTER	ENGINE COMPANY 44	4/10/2006	0.00
OWCARZ	EUGENE	FIREFIGHTER	ENGINE COMPANY 77	9/20/1979	0.00
OWSIANIAK	DAVID A	FIREFIGHTER	SQUAD 1	3/29/2006	0.00
PEREZ	ROGER	FIREFIGHTER	ENGINE COMPANY 83	5/15/2006	0.00
PETTWAY	JESSE	FIREFIGHTER	UNKNOWN	4/16/2006	0.00
PULINS-GLENNON	DAUMA	FIREFIGHTER	UNKNOWN	6/04/2005	0.00
REDMOND	KEVIN J	FIREFIGHTER	AMBULANCE 13	3/09/2006	0.00
ROE	JOHN	FIREFIGHTER	TRUCK 52	8/15/2004	0.00
ROGUS	ANDREW	FIREFIGHTER	ENGINE COMPANY 117	12/06/2003	0.00
RUSSELL	COAKIE	FIREFIGHTER	SQUAD 2	11/05/2005	0.00
SCHOENLE	THORPE	FIREFIGHTER	TRUCK 60	9/17/2006	0.00
SHANAHAN	ROBERTA	FIREFIGHTER	UNKNOWN	2/06/2006	0.00
SINOPOLI	ENZO	PARAMEDIC	UNKNOWN	12/03/2000	0.00
SOPKO	ANDREW	ENGINEER	ENGINE COMPANY 78	10/04/2001	0.00
SORRENTINO	NICHOLAS	FIREFIGHTER	ENGINE COMPANY 57	10/25/2001	0.00
SPENCER	JOHN	FIREFIGHTER	ENGINE COMPANY 116	10/10/2005	0.00
STACHURA	EDWARD	FIREFIGHTER	AMBULANCE 13	5/12/2006	0.00
STENSLAND	DAVID	FIREFIGHTER	TRUCK 50	9/11/2005	0.00
SULLIVAN	JOHN	LIEUTENANT	DISTRICT RELIEF 1	4/18/2006	0.00
SWIFT	CHARLES O	FIREFIGHTER	TRUCK 34	3/21/2006	0.00
TALLY	LIONEL	FIREFIGHTER	ENGINE COMPANY 103	9/14/2005	0.00
TAYLOR	KENNETH W	PARAMEDIC	TRUCK 50	12/12/2003	0.00
THOMAS	WAYNE	FIREFIGHTER	UNKNOWN	5/09/2006	0.00
ULREICH	KELLY	FIREFIGHTER	AMBULANCE 47	4/07/2006	0.00
VELLER	JOHN	FIREFIGHTER	ENGINE COMPANY 38	5/28/2006	0.00

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VENEGAS	ROY J	FIREFIGHTER	ENGINE COMPANY 32	9/29/2005	0.00
WALSH	JAMES P	FIREFIGHTER	TRUCK 29	8/09/2006	0.00
WALTER-FARMER	KAREN	FIREFIGHTER	MEDICAL LAY UP	3/25/2006	0.00
WASINSKI	MARK J	FIREFIGHTER	ENGINE COMPANY 83	9/05/2006	0.00
ZON	CHRISTOPHER K	FIREFIGHTER	UNKNOWN	6/30/2006	0.00

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVEDO	JASON	POLICE OFFICER	TENTH DISTRICT	2/05/2007	0.00
ACEVEDO	MARTIN	POLICE OFFICER	TENTH DISTRICT	3/27/2007	0.00
ACOSTA	MARIO A	POLICE OFFICER	ELEVENTH DISTRICT	1/29/2007	0.00
AHEARN	DORY E	POLICE OFFICER	SIXTEENTH DISTRICT	7/15/2006	0.00
ALANIZ	ELIZABETH	POLICE OFFICER	EIGHTH DISTRICT	10/21/2006	0.00
ALLEN	DENOTRA	POLICE OFFICER	THIRD DISTRICT	7/07/1992	0.00
ANDERSON	MAURICE	POLICE OFFICER	THIRD DISTRICT	3/17/2007	0.00
ANDERSON	MICHAEL R.	POLICE OFFICER	NINTH DISTRICT	3/30/1978	0.00
AUGLE	MATTHEW E	POLICE OFFICER	EIGHTH DISTRICT	3/05/2007	0.00
AUSTIN	LATRICE J	POLICE OFFICER	FOURTH DISTRICT	10/21/2006	0.00
BABICZ	ANTHONY	POLICE OFFICER	ELEVENTH DISTRICT	3/08/2007	0.00
BAIO	MATTHEW	POLICE OFFICER	FIRST DISTRICT	1/05/2007	0.00
BANASZKIEWICZ	RICHARD	POLICE OFFICER	SIXTEENTH DISTRICT	2/06/2007	0.00
BAUTISTA	JOSE	POLICE OFFICER	TENTH DISTRICT	2/02/2007	0.00
BEAMON	RENEE	POLICE OFFICER	SECOND DISTRICT	8/26/2006	0.00
BELLOMY	ERIC C	POLICE OFFICER	SIXTEENTH DISTRICT	1/21/2007	0.00
BERRY	MICHONNE C	POLICE OFFICER	FIFTH DISTRICT	2/13/2007	0.00
BIALEK	TIMOTHY J	POLICE OFFICER	EIGHTEENTH DISTRICT	3/03/2007	0.00
BLOMSTRAND	HARRY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/24/2007	0.00
BOEHMER	ALLEN J	POLICE OFFICER	SPECIAL OPERATIONS SECTION	9/09/1993	0.00
BOLECH	ROBERT	POLICE OFFICER	SIXTEENTH DISTRICT	1/21/2007	0.00
BOND	LAWRENCE	POLICE OFFICER	FIFTEENTH DISTRICT	3/28/2007	0.00
BOROFF	JOSEPH S	POLICE OFFICER	TWENTIETH DISTRICT	2/25/2007	0.00
BRADLEY	VALENA	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/04/2003	0.00
BRENNER	GAYLE	POLICE OFFICER	SEVENTEENTH DISTRICT	9/08/1986	0.00
BRODNAX	JUNIUS	POLICE OFFICER	THIRD DISTRICT	3/07/2007	0.00
BROWN-MCGUIRE	KERRY	POLICE OFFICER	SEVENTEENTH DISTRICT	11/26/2006	0.00
BRUMLEY	CEDRIC	POLICE OFFICER	FOURTH DISTRICT	8/15/2002	0.00
BRYANT	DANA	POLICE OFFICER	ELEVENTH DISTRICT	10/30/2006	0.00
BURNS	KEVIN	POLICE OFFICER	NINETEENTH DISTRICT	10/15/2006	0.00
CALICDAN	WILBUR	POLICE OFFICER	TENTH DISTRICT	7/15/2006	0.00
CARDENAS	JUANITA	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/07/2007	0.00
CARLI	LISA D	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	9/13/2002	0.00
CARROLL	JOSEPH	POLICE OFFICER	FOURTH DISTRICT	12/30/2005	0.00
CARTER	KIMBERLY J	POLICE OFFICER	FIFTH DISTRICT	1/30/2007	0.00
CASEY	LYNN	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	7/15/2006	0.00
CASTANEDA	JOSE I	POLICE OFFICER	FOURTEENTH DISTRICT	12/27/2006	0.00
CHAVOLLA	MARIA C	POLICE OFFICER	SEVENTH DISTRICT	3/04/2007	0.00
CHESNA	JAMIE M	POLICE OFFICER	SECOND DISTRICT	9/24/2005	0.00
CHON	STEVE C.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/04/2006	0.00
CIANCI	LEONARD F	POLICE OFFICER	SIXTEENTH DISTRICT	8/12/1996	0.00
COLE	LOUISE	POLICE OFFICER	FIFTEENTH DISTRICT	10/30/1993	0.00
CORNELIOUS	DON E	POLICE OFFICER	SIXTH DISTRICT	6/07/2005	0.00
COSTA	VERONICA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/24/2006	0.00
COSTELLO-KUPRIANCZYK	CARA A	POLICE OFFICER	SIXTEENTH DISTRICT	7/05/2005	0.00
COUTINHO	ROBERT	POLICE OFFICER	UNKNOWN	3/12/2007	0.00
CRAWFORD	ALVIN L	POLICE OFFICER	UNKNOWN	11/30/2006	0.00
CROTTY	RITA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/14/2006	0.00
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/05/1987	0.00

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THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CULVER-JOYCE	SHEILA	POLICE OFFICER	TWENTIETH DISTRICT	8/07/2005	0.00
CUMMINGS	MICHAEL T	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	10/25/2006	0.00
D'AMATO	MARK W.	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/28/2005	0.00
DANIELS	EDWARD	POLICE OFFICER	NARCOTICS SECTION	3/03/2007	0.00
DARBY	JOHN	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/05/2007	0.00
DARCY	PATRICIA M	POLICE OFFICER	FIRST DISTRICT	2/11/2007	0.00
DEHAAN	DARREN W	POLICE OFFICER	SPECIAL OPERATIONS SECTION	1/04/2007	0.00
DIXON	LINDA C	POLICE OFFICER	BOMB AND ARSON SECTION	4/10/2006	0.00
DOHERTY	BRIAN J	POLICE OFFICER	RECRUIT TRAINING	3/05/2007	0.00
DRATWA	WOJCIECH J	POLICE OFFICER	SIXTEENTH DISTRICT	12/09/2006	0.00
DUFFY	CATHLEEN	POLICE OFFICER	EIGHTEENTH DISTRICT	9/01/1999	0.00
EIGENBAUER	ROBERT	POLICE OFFICER	FOURTEENTH DISTRICT	4/22/2006	0.00
EVANS	RONALD W	POLICE OFFICER	SIXTH DISTRICT	2/26/2007	0.00
FARMER	MARK B	POLICE OFFICER	SIXTH DISTRICT	11/15/2006	0.00
FELMON	TIMOTHY J	POLICE OFFICER	EIGHTEENTH DISTRICT	4/25/2006	0.00
FELSENTHAL	JULIE K	POLICE OFFICER	SIXTEENTH DISTRICT	11/02/2006	0.00
FIGUEROA	NICOLE S	POLICE OFFICER	RECRUIT TRAINING	1/29/2007	0.00
FISSINGER	LESLIE J	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/25/2007	0.00
FLYNN	ROBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	8/12/2006	0.00
FOSTER	TERESA	POLICE OFFICER	SECOND DISTRICT	5/02/2006	0.00
FREEMAN	SHARMAUN D	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/27/2006	0.00
FUDA	FRANK J	POLICE OFFICER	SEVENTH DISTRICT	1/14/2003	0.00
GARAY	ROBERTO M	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/17/2006	0.00
GARCIA	MARGARITA M	POLICE OFFICER	EIGHTEENTH DISTRICT	6/23/2002	0.00
GAUTHIER	EMMERT	POLICE OFFICER	FIRST DISTRICT	2/19/2007	0.00
GRAMAROSSO	MICHAEL A	POLICE OFFICER	THIRTEENTH DISTRICT	3/26/2007	0.00
GRANIAS	GEORGE	POLICE OFFICER	ELEVENTH DISTRICT	1/26/2007	0.00
GRAVES	ROBERT J	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	3/14/2007	0.00
GRIGGS	CHRISTOPHER D	POLICE OFFICER	ELEVENTH DISTRICT	5/13/2004	0.00
GRIGGS	CHRISTOPHER D	POLICE OFFICER	ELEVENTH DISTRICT	11/30/2005	0.00
GUNTER	ZARAK D	POLICE OFFICER	FOURTH DISTRICT	12/05/2006	0.00
HALTEK	STEVEN R	POLICE OFFICER	FOURTH DISTRICT	6/28/1998	0.00
HARRIS	DAVID	POLICE OFFICER	UNKNOWN	11/21/2005	0.00
HAWORTH	JAMES R	POLICE OFFICER	EIGHTH DISTRICT	6/10/2006	0.00
HEATH	ROGER L.	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/29/2006	0.00
HEINZEL	MARK D	POLICE OFFICER	RECRUIT TRAINING	3/19/2007	0.00
HENDRICKS	CHERIE N	POLICE OFFICER	EIGHTEENTH DISTRICT	10/16/2003	0.00
HENIGAN	ESTHER	POLICE OFFICER	EIGHTH DISTRICT	3/10/2006	0.00
HOLMES	RICHARD	POLICE OFFICER	SEVENTEENTH DISTRICT	10/07/1997	0.00
HOPKINS	RENA	POLICE OFFICER	FIRST DISTRICT	2/11/2007	0.00
IGYARTO	MICHAEL	POLICE OFFICER	SEVENTEENTH DISTRICT	3/20/2006	0.00
JENKINS	JOHNNY B	POLICE OFFICER	DISTRICT REINSTATEMENTS	1/12/2003	0.00
JOHNS	WILLIAM A	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	10/23/2002	0.00
JOHNSON	JOYCE	POLICE OFFICER	FIRST DISTRICT	2/11/2007	0.00
JONES	CALVIN D	POLICE OFFICER	FIFTEENTH DISTRICT	11/14/2006	0.00
JONES	MARC A	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/05/2007	0.00
JONES	SHANE K	POLICE OFFICER	FOURTH DISTRICT	3/19/2007	0.00
JONES	THERON M	POLICE OFFICER	SECOND DISTRICT	10/18/2006	0.00
KANE	BRIAN P.	POLICE OFFICER	ELEVENTH DISTRICT	2/24/2007	0.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/09/2007

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********	******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANE III ROBERT E	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	3/14/2007	0.00
EANE-MAPLES KRISTIN J	POLICE OFFICER	UNKNOWN	10/06/2006	0.00
EATING RENATA M	POLICE OFFICER	THIRTEENTH DISTRICT	11/28/2006	0.00
EREAKES DEMETRIOS	POLICE OFFICER	ELEVENTH DISTRICT	11/29/2006	0.00
EYES EDWARD Z	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	0.00
ITOWSKI NICHOLAS	POLICE OFFICER	EIGHTEENTH DISTRICT	8/21/2003	0.00
LEIDON CHARLES E	POLICE OFFICER	EIGHTH DISTRICT	3/08/2007	0.00
RAUT ANDREW	POLICE OFFICER	THIRTEENTH DISTRICT	3/26/2007	0.00
RISTIN MAUREEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/17/2006	0.00
UEHLMAN MICHAEL	POLICE OFFICER	TWENTIETH DISTRICT	3/07/2006	0.00
UHAR JOEL J	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/30/2007	0.00
_EJA JACEK R.	POLICE OFFICER	ELEVENTH DISTRICT	3/05/2007	0.00
_EPKOWSKI JOHN	POLICE OFFICER	EIGHTH DISTRICT	2/01/2007	0.00
_EWANDOWSKI KENNETH J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/02/2003	0.00
_OCKE LISA R	POLICE OFFICER	SECOND DISTRICT	6/21/2006	0.00
_ORENZ JOHN	POLICE OFFICER	EIGHTH DISTRICT	3/27/2003	0.00
_UDWIG NICHOLAS	POLICE OFFICER	UNKNOWN	12/02/2006	0.00
MACKEY PATRICIA J	POLICE OFFICER	RECRUIT TRAINING	5/16/1999	0.00
MACKLIN MARK C	POLICE OFFICER	FIRST DISTRICT	6/23/2006	0.00
MAGALLON BLANCA E.	POLICE OFFICER	FIRST DISTRICT	1/23/2007	0.00
MALUCHNIK VICTORIA J	POLICE OFFICER	FIFTH DISTRICT	12/10/2005	0.00
MANARES CHRIS	POLICE OFFICER	SIXTEENTH DISTRICT	7/09/2006	0.00
MANNING CHRISTOPHER J.	POLICE OFFICER	FIFTEENTH DISTRICT	12/25/2006	0.00
MAR MARCO A	POLICE OFFICER	TWENTIETH DISTRICT	3/19/2001	0.00
MARCONI ANGELO	POLICE OFFICER	UNKNOWN	1/27/2007	0.00
MARTIN TIMOTHY P	POLICE OFFICER	SECOND DISTRICT	12/01/2006	0.00
MARTINEZ RITA M	POLICE OFFICER	FOURTH DISTRICT	3/29/2007	0.00
MASSEY DOROTHY J	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/08/2007	0.00
MC KEOWN HOPE	POLICE OFFICER	SECOND DISTRICT	1/09/2007	0.00
MCELRATH DENOGYA B	POLICE OFFICER	FIRST DISTRICT	10/02/2006	0.00
MELENDEZ LISA	POLICE OFFICER	TENTH DISTRICT	3/15/2007	0.00
MERAZ VERONICA	POLICE OFFICER	THIRD DISTRICT	1/05/2007	0.00
MERRIWEATHER SHEILA A	POLICE OFFICER	FIFTH DISTRICT	3/07/2002	0.00
MICKOW KAREN A	POLICE OFFICER	TENTH DISTRICT	11/02/2006	0.00
MONTOYA VICTOR H	POLICE OFFICER	EIGHTEENTH DISTRICT	8/19/2006	0.00
MORAN REYES P	POLICE OFFICER	AIRPORT LAW ENFORCEMENT SOUTH	1/16/2007	0.00
MORENO GISELA	POLICE OFFICER	SIXTEENTH DISTRICT	9/03/2006	0.00
MORGAN NOEL	POLICE OFFICER	FOURTH DISTRICT	12/05/2006	0.00
NUNEZ ANA L.	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/18/2007	0.00
OCONNELL DENNIS L	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	0.00
OSHAUGHNESSY JENNIFER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/30/2007	0.00
OSHAUGHNESSY THOMAS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	10/14/2006	0.00
OTOOLE DANIEL J	POLICE OFFICER	FIFTEENTH DISTRICT	8/05/2006	0.00
OVERTON SUSAN P	POLICE OFFICER	NINETEENTH DISTRICT	11/25/1984	0.00
PACE FELICIA L	POLICE OFFICER	SEVENTH DISTRICT	1/20/2007	0.00
PAGAN MICHAEL	POLICE OFFICER	BOMB AND ARSON SECTION	4/10/2006	0.00
PEREZ EVELYN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/19/2006	0.00
PEREZ MICHELLE	POLICE OFFICER	FOURTEENTH DISTRICT	3/04/2007	0.00
PET DAWN M	POLICE OFFICER	SIXTEENTH DISTRICT	12/19/2006	0.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/09/2007

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PRASAD	LORETTA	POLICE OFFICER	TRAFFIC SECTION - LOOP TRAFFIC	6/01/2006	0.00
RADTKE	PAUL	POLICE OFFICER	NINTH DISTRICT	4/05/2001	0.00
RESCHKE-MCGUIRE	TERESA	POLICE OFFICER	TRAFFIC SECTION - ENFORCEMENT	1/14/2007	0.00
REYES	MYRTA M	POLICE OFFICER	SIXTEENTH DISTRICT	8/17/2006	0.00
RIOS	JACQUELINE A	POLICE OFFICER	FOURTEENTH DISTRICT	10/06/2006	0.00
RIVERA	SALLY A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/05/1996	0.00
ROBERISON	GWENDA	POLICE OFFICER	FIFTEENTH DISTRICT	3/20/2005	0.00
ROBINSON	DAVID	POLICE OFFICER	FOURTH DISTRICT	12/07/2002	0.00
ROLAND	MELVIN	POLICE OFFICER	OPERATIONAL SERVICES	10/11/2006	0.00
ROLAND	PERCY	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/19/2007	0.00
ROSALES	DANIEL	POLICE OFFICER	TENTH DISTRICT	3/20/2007	0.00
RYAN	THOMAS W	POLICE OFFICER	EIGHTH DISTRICT	8/18/2006	0.00
SAID	WASIM	POLICE OFFICER	FIFTH DISTRICT	7/29/2005	0.00
SALADINO	CHRISTOPHER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/23/2007	0.00
SANCHEZ	ANGELO R	POLICE OFFICER	THIRTEENTH DISTRICT	11/28/2006	0.00
SAUCEDO	MARISA	POLICE OFFICER	FIRST DISTRICT	1/23/2007	0.00
SCHLAMADINGER	KEITH	POLICE OFFICER	TENTH DISTRICT	11/30/2006	0.00
SCHROEDER	KIMBERLEY	POLICE OFFICER	SIXTEENTH DISTRICT	12/19/2006	0.00
SIMPSON	JAMES JR	POLICE OFFICER	FOURTH DISTRICT	5/02/2006	0.00
SIMPSON	LARRY L	POLICE OFFICER	PREV. PROGRAMS & NEIGHBORHOOD	3/05/1992	0.00
SOBCYZNSKI	ELIZABETH	POLICE OFFICER	NINTH DISTRICT	5/29/2006	0.00
SOLTIS	DAVID	POLICE OFFICER	SECOND DISTRICT	12/15/2006	0.00
SPECHT	MICHAEL R	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/07/2006	0.00
ST. CLAIR, II	MICHAEL E	POLICE OFFICER	SIXTH DISTRICT	8/31/2006	0.00
TARASIUK	JOHNNY	POLICE OFFICER	SIXTEENTH DISTRICT	8/17/2006	0.00
TAYLOR	ALBERT	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/03/2006	0.00
THOMPSON	BELINDA	POLICE OFFICER	SECOND DISTRICT	2/24/2006	0.00
TORRES	EBENEZER	POLICE OFFICER	NINETEENTH DISTRICT	8/28/2006	0.00
TORRES	MICHAEL E	POLICE OFFICER	FOURTEENTH DISTRICT	8/11/2006	0.00
TRIPOLI	JOSEPH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/17/2006	0.00
TURNER	VERNAL	POLICE OFFICER	EIGHTEENTH DISTRICT	9/29/2006	0.00
VEGA	GERARDO	POLICE OFFICER	ELEVENTH DISTRICT	11/17/2006	0.00
VILLANUEVA	KRISTEN	POLICE OFFICER	SEVENTH DISTRICT	11/19/2002	0.00
VLCANSKY	MILAN L	POLICE OFFICER	UNKNOWN	9/29/2006	0.00
VOVOS	THOMAS	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	6/28/2006	0.00
WATSON	HENRY	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/29/2006	0.00
WHISENTON	DONNA M	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/23/2006	0.00
WHITSON-MARKHAM	DINA L	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	9/19/2006	0.00
WILLIAMS	NOBLE D	POLICE OFFICER	SECOND DISTRICT	5/07/2006	0.00
WILLIAMS	STANLEY E	POLICE OFFICER	EIGHTEENTH DISTRICT	11/03/2004	0.00
WILLIAMS-ORTIZ	CLARA M	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/16/2006	0.00
WILSON	KAZAN	POLICE OFFICER	FIRST DISTRICT	12/02/2006	0.00
WILSON	THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	8/04/2006	0.00
WOODS	ROBERT	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	1/17/2002	0.00
WYDRA	JENNIFER L	POLICE OFFICER	SEVENTEENTH DISTRICT	3/27/2007	0.00
YOUNG	SUSAN	POLICE OFFICER	TENTH DISTRICT	2/02/2007	0.00
ZASTIAN	MICHAEL	FIREFIGHTER	ENGINE COMPANY 120	9/17/2006	0.00
ZANNON	DORIAN	FIREFIGHTER	AMBULANCE 5	7/19/2005	0.00
ZARLSON	STEVE	FIREFIGHTER	TRUCK 39	2/06/2006	0.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/09/2007

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BUZICK	LAWRENCE	ENGINEER	ENGINE COMPANY 49	2/15/1991	0.00
HEINRICH	THOMAS	FIREFIGHTER	UNKNOWN	6/18/2006	0.00
LACEY	ROBERT	FIREFIGHTER	ENGINE COMPANY 116	3/20/2006	0.00
MONACO	WILLIAM	FIREFIGHTER	ENGINE COMPANY 84	4/11/2006	0.00
RAMSKI	MITCHELL	FIREFIGHTER	ENGINE COMPANY 129	6/30/2006	0.00
ROCCASALVA	JAMES	FIREFIGHTER	UNKNOWN	3/21/2005	0.00
TIMOTHY	MICHAEL	CAPTAIN	BATTALION 8	4/30/2006	0.00
WORTHAM	CLIFTON	FIREFIGHTER	MEDICAL LAY UP	7/28/2005	0.00

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement on each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicle.

Department Of Police:
Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Melanie Herbst and Geico Insurance 1 Geico Center Macon, Georgia	1/4/06 1658 West Chicago Avenue	$ 921.00
Jacqueline Scott and State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	6/10/06 6718 South Racine Avenue	1,190.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Streets:
Account Number 300-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Suzette Desch 8837 South Beck Place Park Forest, Illinois 60456	1/6/06 4712 West 87th Street	$50.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Shirley Wilson 213 South 14th Avenue Illinois 60153	4/12/06 5600 West Division Street	$350.00*
Janine Coughlin 8830 South Kolin Avenue Oak Lawn, Illinois 60653	1/8/06 4712 West 87th Street	191.00
Suzette Desch 8837 South Beck Place Park Forest, Illinois 60456	1/6/06 4712 West 87th Street	68.00
Evelyn Elcan 9006 South Baltimore Avenue Chicago, Illinois 60617	11/21/05 30 West 95th Street	105.00
Barbara Ellzey 5523 South Claremont Avenue Chicago, Illinois 60636	8/12/06 5400 South Cottage Grove Avenue	52.42
Maurice Farley 1225 Arthur Avenue Calumet City, Illinois 60409	8/7/06 236 North Sacramento Avenue	800.00
Donna Katz 4601 West Touhy Avenue Apartment 415 Illinois 60712	7/16/06 2258 West Peterson Avenue	268.00
Nancie Mertz 2861 North Burling Street Chicago, Illinois 60657	11/11/05 2900 North Broadway	44.99
Kara K. Raymond 2915 North Clybourn Avenue Unit 207 Chicago, Illinois 60618	5/7/06 2020 North Clybourn Avenue	265.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Gary and Debra Szparkowski and State Farm Insurance P.O. Box 2371 Bloomington, Illinois 61702	5/18/05 1411 West Madison Street	$1,170.00
James E. Thomas 1642 East 91st Place Chicago, Illinois 60617	1/9/06 2101 East 95th Street	104.00
Edmund Ulaszek 7916 South Brandon Avenue Chicago, Illinois 60617	9/13/06 9500 South Avenue L	108.00
Shirley Wilson 213 South 14th Avenue Illinois 60153	4/12/06 5600 West Division Street	817.00

Damage To Vehicle.

Department Of Water/Bureau Of Water Distribution: Account Number 200-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Jozef Karwowski and State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	11/29/06 I-94 and West Madison Street	$ 50.00*
Gerald Covington 6420 South Bell Avenue Chicago, Illinois 60636	8/8/06 3201 South Ashland Avenue	2,325.00

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Jozef Karwowski and State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	11/29/05 I-94 West Madison Street	$574.00

Damage To Vehicle.

Department Of Fire:
Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Phung Ly and State Farm Insurance Subrogation Services P.O. Box 2371 Bloomington, Illinois 61702	3/6/06 1455 West Foster Avenue	$ 633.00
Diane Steffens 4652 North Milwaukee Avenue Unit 2W Chicago, Illinois 60630	12/5/06 West Leland Avenue and North Milwaukee Avenue	1,134.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Electricity:
Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Emma Dunn 5019 West Maypole Chicago, Illinois 60644	11/16/06 5015 West Maypole Avenue	$1,275.00

Damage To Property.

Department Of Streets And Sanitation/Bureau Of Forestry: Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
John and Joyce Devereaux 5150 South Normandy Avenue Chicago, Illinois 60638	4/30/06 5150 South Normandy Avenue	$ 500.00
Searcy Lyons 1317 West 61st Street Chicago, Illinois 60636	10/2/06 1317 West 61st Street	1,500.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Forestry: Account Number 100-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Julio Gonzalez 2349 South St. Louis Avenue Chicago, Illinois 60623	7/31/06 2351 South St. Louis Avenue	$90.40*

Damage To Property.

Department Of Streets And Sanitation/Bureau Of Sanitation: Account Number 300-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Geraldine Godfrey 10331 South Albany Avenue Chicago, Illinois 60655	9/5/06 10331 South Albany Avenue	$325.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Clara Wozniak 4521 South Keeler Avenue Chicago, Illinois 60632	11/27/06 4521 South Keeler Avenue	$1,595.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Sanitation: Account Number 300-99-4415-0934-0934.

Name And Address	Date And Location	Amount
Gus Fonder 131 Rice Illinois 60104	6/23/06 4737 West Walton Street	$1,180.00*
Gus Fonder 131 Rice Illinois 60104	6/23/06 4737 West Walton Street	202.00
Debra Reyes 5523 North Mango Avenue Chicago, Illinois 60630	9/12/06 4952 South East End Avenue	340.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

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* To City of Chicago, Bureau of Parking

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the city, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows and charged to Account Number 100-99-4415-0939-0939:

[List of claimants printed on pages 104523 through 104527 of this *Journal.*]

CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/09/2007

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
ADDISON SQUARE CONDO ASSOC.	19	ANNUAL	2005	1,095.00	EUGENE C. SCHULTER	47
AINSLIE MANOR CONDO ASSOC.	33	ANNUAL	2005	2,475.00	EUGENE C. SCHULTER	47
ANCHOR LOFTS ASSOCIATION	15	ANNUAL	2005	1,125.00	BURTON F. NATARUS	42
ANDERSON GLEN CONDOMINIUM ASSN	19	ANNUAL	2005	1,320.00	MARY ANN SMITH	48
ANDERSONVILLE TOWNHOMES	12	ANNUAL	2005	900.00	PATRICK J O'CONNOR	40
ARTIST VILLAGE LOFTS CONDO	39	ANNUAL	2005	2,925.00	MANUEL FLORES	01
ASPEN BURNHAM CONDOMINIUM ASSN	22	ANNUAL	2005	1,650.00	DOROTHY J. TILLMAN	03
BALMORAL COURT TOWNHOMES CONDO	38	ANNUAL	2005	2,850.00	PATRICK J O'CONNOR	40
BALMORAL/KENMORE CONDO. ASSOC.	21	ANNUAL	2005	1,575.00	MARY ANN SMITH	48
BALTIMORE CONDOMINIUM	20	ANNUAL	2005	1,500.00	LESLIE HAIRSTON	05
BARRYMORE CONDOMINIUM ASSOC.	10	ANNUAL	2005	750.00	THOMAS TUNNEY	44
BELGRAVIA TERRACE CONDO. ASSN.	30	ANNUAL	2005	2,250.00	VI DALEY	43
BELLMORE SOUTH CONDO ASSOC.	18	ANNUAL	2005	1,350.00	BERNARD L. STONE	50
BELMORE CONDOMINIUM NORTH, INC.	18	ANNUAL	2005	1,350.00	BERNARD L. STONE	50
BIRCH TREE MANOR #5 CONDO	18	SEMI-ANNUAL	2005	675.00	BRIAN G. DOHERTY	41
BIRCHTREE MANOR CONDOMINIUM	18	ANNUAL	2005	1,350.00	BRIAN G. DOHERTY	41
BISSELL COMMONS	13	ANNUAL	2005	975.00	VI DALEY	43
BOARDWALK CONDOMINIUM ASSN.	30	ANNUAL	2005	2,250.00	HELEN SHILLER	46
BOSWORTH PARTNERS	6	ANNUAL	2005	450.00	JOE MOORE	49
BRYN MAWR PLACE CONDO ASSOC.	59	SEMI-ANNUAL	2005	2,212.50	BRIAN G. DOHERTY	41
BURTON PLACE CONDOMINIUM ASSN.	24	ANNUAL	2005	1,800.00	VI DALEY	43
CALDWELL WOODS CONDO ASSOC.	9	ANNUAL	2005	675.00	BRIAN G. DOHERTY	41
CAMERON COURT CONDO. ASSN.	18	ANNUAL	2005	1,350.00	MARGARET LAURINO	39
CAMPMANILE CONDO. ASSOC.	8	ANNUAL	2005	600.00	EUGENE C. SCHULTER	47
CARL SANDBURG VILLAGE CONDO. 3	60	ANNUAL	2005	4,500.00	BURTON F. NATARUS	42
CARL STREET STUDIOS CONDO	16	ANNUAL	2005	1,200.00	BURTON F. NATARUS	42
CAROUSEL COURT CONDO ASSOC	30	SEMI-ANNUAL	2005	1,125.00	PATRICK J. LEVAR	45
CHASE PLACE CONDO ASSOC.	9	ANNUAL	2005	675.00	JOE MOORE	49
CHASE-ON-THE-LAKE CONDOMINIUM	47	ANNUAL	2005	3,525.00	JOE MOORE	49
CHURCHHILL PARK PLACE CONDO	21	ANNUAL	2005	1,575.00	THEODORE MATLAK	32
CINEMA LOFTS CONDOMINIUM ASSOC	117	ANNUAL	2005	6,891.12	THEODORE MATLAK	32
CITY CLUB TOWNHOMES ASSN.	25	ANNUAL	2005	1,875.00	WALTER BURNETT JR.	27
CLEWBAY CONDO ASSOCIATION	14	ANNUAL	2005	1,050.00	VI DALEY	43
COLUMBIA ESTATES CONDOMINIUM	19	ANNUAL	2005	1,425.00	JOE MOORE	49
CORTLAND DRAKE CONDO ASSOC.	20	ANNUAL	2005	1,249.00	BILLY OCASIO	26
DELAWARE PLACE CONDO ASSOC.	16	ANNUAL	2005	1,200.00	BURTON F. NATARUS	42
DEVON PLACE CONDOMINIUM	27	SEMI-ANNUAL	2005	1,012.50	BRIAN G. DOHERTY	41
DICKENS POINTE CONDO ASSOC.	10	ANNUAL	2005	750.00	VI DALEY	43
DRAKE MANOR CONDOMINIUMS	8	SEMI-ANNUAL	2005	300.00	RICHARD F. MELL	33
EUGENIE WELLS CONDO ASSOC.	10	ANNUAL	2005	750.00	VI DALEY	43
EVELYN LANE CONDOMINIUM	48	ANNUAL	2005	3,600.00	BRIAN G. DOHERTY	41
FARWELL BEACH CONDO ASSOC.	31	ANNUAL	2005	2,325.00	JOE MOORE	49
FARWELL ESTATES CONDO ASSOC.	26	ANNUAL	2005	1,950.00	JOE MOORE	49
FARWELL ESTATES CONDO. ASSN.	6	SEMI-ANNUAL	2005	225.00	BERNARD L. STONE	50
FOREST TOWERS CONDOMINIUM #1	39	ANNUAL	2005	2,925.00	BRIAN G. DOHERTY	41

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CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
FOUNTAIN-VIEW CONDOMINIUM	18	ANNUAL	2005	1,350.00	BRIAN G. DOHERTY	41
FRIENDLY VILLAGE #2	18	ANNUAL	2005	1,350.00	BRIAN G. DOHERTY	41
GARDEN HOMES OF PAULINA CONDO	18	ANNUAL	2005	1,350.00	MANUEL FLORES	01
GOLD COAST GALLERIA CONDO ASSN	331	ANNUAL	2005	9,173.49	BURTON F. NATARUS	42
GRACE-FREMONT CONDO ASS'N.	26	ANNUAL	2005	1,933.39	THOMAS TUNNEY	44
GRACEWOOD CONDOMINIUM ASSN.	6	ANNUAL	2005	450.00	THOMAS TUNNEY	44
GRANVILLE CONDO ASSOCIATION	34	ANNUAL	2005	2,550.00	MARY ANN SMITH	48
GREENLEAF APT. BLDG. CORP.	37	ANNUAL	2005	2,775.00	JOE MOORE	49
GREENLEAF BEACH CONDO. CORP.	26	ANNUAL	2005	1,950.00	JOE MOORE	49
GREENWOOD COURT CONDO. ASSN.	22	ANNUAL	2005	1,650.00	TONI . PRECKWINKLE	04
GREYSTONE ON WOLCOTT CONDO	9	SEMI-ANNUAL	2005	337.50	THEODORE MATLAK	32
HAMPDEN COURT CONDOMINIUM ASSN	22	ANNUAL	2005	1,650.00	VI DALEY	43
HEARTHSTONE PLACE CONDOMINIUMS	16	ANNUAL	2005	1,200.00	TONI . PRECKWINKLE	04
HEDMAN LOFTS CONDO. ASS'N.	14	ANNUAL	2005	1,050.00	VI DALEY	43
HOLLYWOOD TOWERS CONDO ASSOC.	541	ANNUAL	2005	23,640.00	MARY ANN SMITH	48
HOME BY THE PARK CONDOMINIUMS	13	ANNUAL	2005	972.00	BERNARD L. STONE	50
IMPERIAL TOWERS CONDO ASSOC.	862	SEMI-ANNUAL	2005	17,464.44	HELEN SHILLER	46
IVY COURT CONDOMINIUM ASSOC.	36	ANNUAL	2005	2,700.00	BERNARD L. STONE	50
L'AVENIR CONDOMINIUM ASSOC.	27	ANNUAL	2005	2,025.00	BRIAN G. DOHERTY	41
LAKE PARK PLAZA CONDO ASSOC.	448	SEMI-ANNUAL	2005	11,199.23	HELEN SHILLER	46
LAKESIDE COURTYARD	38	ANNUAL	2005	2,850.00	HELEN SHILLER	46
LARCHMONT LOFTS CONDO. ASS'N.	57	ANNUAL	2005	3,115.28	EUGENE C. SCHULTER	47
LARRABEE TERRACE CONDO. ASSN.	16	ANNUAL	2005	1,200.00	VI DALEY	43
LELAND HEIGHTS CONDO. ASSOC.	9	ANNUAL	2005	675.00	HELEN SHILLER	46
LIFESTYLE CONDO. ASSOC.	6	ANNUAL	2005	450.00	PATRICK J O'CONNOR	40
LINCOLN PARK TERRACE	41	SEMI-ANNUAL	2005	1,147.74	DOROTHY J. TILLMAN	03
LUNT LANE CONDOMINIUM ASSN.	9	ANNUAL	2005	675.00	JOE MOORE	49
MADISON STREET TOWNHOMES	19	ANNUAL	2005	1,425.00	WALTER BURNETT JR.	27
MAGNOLIA COURT CONDO ASSOC.	18	ANNUAL	2005	1,211.28	HELEN SHILLER	46
MARGATE TERRACE CONDO ASSN.	32	ANNUAL	2005	2,400.00	EUGENE C. SCHULTER	47
MARINA TOWERS CONDO ASSOC	896	SEMI-ANNUAL	2005	28,140.93	BURTON F. NATARUS	42
MENARD MANOR CONDO ASSOC.	11	ANNUAL	2005	825.00	PATRICK J. LEVAR	45
MICHAELS TERRACE CONDO ASSN.	80	ANNUAL	2005	6,000.00	VI DALEY	43
MIDWAY CONDO. ASSOCIATION #1	6	ANNUAL	2005	450.00	FRANK OLIVO	13
MOHAWK SQUARE CONDO. ASSOC.	16	ANNUAL	2005	1,200.00	VI DALEY	43
MOUNT GREENWOOD CONDO ASSOC.	33	ANNUAL	2005	2,475.00	GINGER RUGAI	19
MUSEUM PARK LOFTS CONDO. ASSOC.	149	ANNUAL	2005	7,503.83	MADELINE HAITHCOCK	02
NEW RIDGE VILLAGE ASSN.	72	ANNUAL	2005	4,378.35	BERNARD L. STONE	50
NEWPORT COURT CONDO ASSOC.	21	ANNUAL	2005	1,575.00	THOMAS TUNNEY	44
NEWPORT PLACE ROWHOUSES	25	ANNUAL	2005	1,875.00	THOMAS TUNNEY	44
NORTH SHORE AVE. CONDO. ASSN.	7	ANNUAL	2005	525.00	JOE MOORE	49
NORTH 18 CONDOMINIUM	15	ANNUAL	2005	1,125.00	MANUEL FLORES	01
NORTHWEST EDISON CONDO. ASSN.	9	ANNUAL	2005	675.00	BRIAN G. DOHERTY	41
NORWOOD COURT CONDO. ASSOC.	36	SEMI-ANNUAL	2005	1,350.00	BRIAN G. DOHERTY	41
OAKWOOD COURT CONDO I	30	SEMI-ANNUAL	2005	1,125.00	BRIAN G. DOHERTY	41

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OAKWOOD COURT CONDO II	30	SEMI-ANNUAL	2005	1,125.00	BRIAN G. DOHERTY	41
OLD TOWN CONDO. ASSOCIATION	25	ANNUAL	2005	1,862.18	VI DALEY	43
OLD TOWN SQUARE CONDO ASSOC.	20	ANNUAL	2005	1,500.00	VI DALEY	43
ONE EAST SCOTT CONDO. ASSOC.	240	ANNUAL	2005	18,000.00	BURTON F. NATARUS	42
ORCHARD COURT CONDO. ASSOC.	16	ANNUAL	2005	1,200.00	VI DALEY	43
PARK ALEXANDRIA	263	SEMI-ANNUAL	2005	7,477.93	MADELINE HAITHCOCK	02
PARK CASTLE CONDOMINIUM ASSN.	68	SEMI-ANNUAL	2005	2,550.00	BERNARD L. STONE	50
PARK NEWBERRY CONDOMINIUM	183	ANNUAL	2005	13,725.00	BURTON F. NATARUS	42
PAULINA CONDOMINIUM ASSOC.	14	ANNUAL	2005	1,050.00	EUGENE C. SCHULTER	47
PINE GROVE MANOR CONDO ASSOC.	10	ANNUAL	2005	750.00	HELEN SHILLER	46
PLAZA 440 CONDOMINIUM ASSOC.	457	SEMI-ANNUAL	2005	13,720.00	BURTON F. NATARUS	42
PORTICO TOWNHOME CONDO ASSOC.	12	ANNUAL	2005	900.00	MADELINE HAITHCOCK	02
PRAIRIE AVENUE LOFTS	138	ANNUAL	2005	9,646.40	MADELINE HAITHCOCK	02
PRATT-ARTESIAN CONDO. ASSN.	39	ANNUAL	2005	2,925.00	BERNARD L. STONE	50
PRINCETON HOUSE CONDO. ASSN.	98	ANNUAL	2005	6,134.27	MARY ANN SMITH	48
PRIVATE RESIDENCES AT ONTARIO	467	SEMI-ANNUAL	2005	6,788.40	BURTON F. NATARUS	42
RAVENSWOOD POINTE CONDOS	36	ANNUAL	2005	1,998.51	THOMAS ALLEN	38
RESIDENCES OF 41 E. 8TH	177	ANNUAL	2005	7,942.70	MADELINE HAITHCOCK	02
RIDGE ESTATE CONDOMINIUM ASSN.	24	ANNUAL	2005	1,800.00	JOE MOORE	49
RIDGEWOOD II CONDOMINIUM ASSOC	26	SEMI-ANNUAL	2005	944.06	PATRICK J O'CONNOR	40
RITCHIE COURT PRIVATE	148	ANNUAL	2005	11,100.00	VI DALEY	43
RIVER BANKS LOFTS CONDO. ASSOC.	131	ANNUAL	2005	9,825.00	BURTON F. NATARUS	42
RIVER CITY CONDOMINIUM	448	ANNUAL	2005	17,917.25	MADELINE HAITHCOCK	02
ROWHOUSES LAKEWOOD BALMORAL	6	ANNUAL	2005	450.00	MARY ANN SMITH	48
SAUGANASH VILLAGE H/O	24	ANNUAL	2005	1,800.00	MARGARET LAURINO	39
SEVILLE TOWNHOMES CONDO.	20	ANNUAL	2005	1,500.00	MARY ANN SMITH	48
SHERWIN ON THE LAKE CONDO.	103	ANNUAL	2005	5,559.71	JOE MOORE	49
SHERWOOD CASTLE CONDO. ASSN.	6	ANNUAL	2005	450.00	BERNARD L. STONE	50
STREETERVILLE CENTER CONDO	161	ANNUAL	2005	12,075.00	BURTON F. NATARUS	42
SUNNY COURT CONDOMINIUMS	62	ANNUAL	2005	4,650.00	HELEN SHILLER	46
TENANT ASSOCIATION AND CO-OP	12	ANNUAL	2005	900.00	ARENDA TROUTMAN	20
TERRACE VIEW CONDO. ASSOC.	20	ANNUAL	2005	1,500.00	HELEN SHILLER	46
THE BRISTOL CONDOMINIUM	178	ANNUAL	2005	9,404.71	BURTON F. NATARUS	42
THE GRAND OHIO CONDOMINIUM	595	SEMI-ANNUAL	2005	14,852.62	BURTON F. NATARUS	42
THE LANCASTER CONDOMINIUM ASSN	205	ANNUAL	2005	6,725.12	BURTON F. NATARUS	42
THE MONTREVELLE	88	SEMI-ANNUAL	2005	2,318.50	WALTER BURNETT JR.	27
THE RIVER PLAZA CONDOMINIUM	679	ANNUAL	2005	50,925.00	BURTON F. NATARUS	42
THE SEELEY OF EAST RIDGE CONDO	23	ANNUAL	2005	1,725.00	JOE MOORE	49
THE STATESMAN CONDOMINIUM ASSN	90	ANNUAL	2005	6,090.00	MARY ANN SMITH	48
THE STERLING CONDO ASSOC.	389	ANNUAL	2005	7,087.00	BURTON F. NATARUS	42
THE TWNHMS. OF VERMON PARK C. A.	49	ANNUAL	2005	3,675.00	DANNY SOLIS	25
THE 1325 BIRCHWOOD BUILDING	18	ANNUAL	2005	1,350.00	JOE MOORE	49
THE 2736 N. HAMPDEN CT. CONDO.	16	ANNUAL	2005	1,200.00	VI DALEY	43
THE 60657 LOFTS CONDO ASSOC.	66	ANNUAL	2005	2,808.00	BURTON F. NATARUS	42
THE 801 SOUTH PLYMOUTH COURT	220	SEMI-ANNUAL	2005	5,132.86	MADELINE HAITHCOCK	02

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TIARA HOMEOWNERS ASSOCIATION	100	ANNUAL	2005	5,332.80	MARY ANN SMITH	48
UNITED WINTHROP TOWER COOP	281	SEMI-ANNUAL	2005	10,537.50	HELEN SHILLER	46
VALENCIA CONDOMINIUM ASSOC.	6	ANNUAL	2005	450.00	JOE MOORE	49
VICTORIA TERRACE CONDO. ASSN.	21	ANNUAL	2005	1,575.00	HELEN SHILLER	46
VILLA BONITA CONDO. ASSN.	7	ANNUAL	2005	525.00	MARY ANN SMITH	48
VILLAS OF EDISON PARK CONDO	16	ANNUAL	2005	1,200.00	BRIAN G. DOHERTY	41
WASHINGTON BOULEVARD LOFTS	40	SEMI-ANNUAL	2005	1,500.00	WALTER BURNETT JR.	27
WAYNE WAY	28	ANNUAL	2005	2,100.00	JOE MOORE	49
WEBSTER PARK CONDO. ASSN.	14	ANNUAL	2005	1,050.00	VI DALEY	43
WEST RIDGE CONDO. ASSOC.	18	ANNUAL	2005	1,228.74	JOE MOORE	49
WESTGATE CROSSING CONDO. ASSN.	9	ANNUAL	2005	176.40	BERNARD L. STONE	50
WESTGATE TERRACE CONDO ASSOC.	43	SEMI-ANNUAL	2005	1,612.50	WALTER BURNETT JR.	27
WILLIAMSBURG CONDOMINIUM	18	ANNUAL	2005	1,350.00	BRIAN G. DOHERTY	41
WINONA WALK CONDOMINIUM ASSN.	6	ANNUAL	2005	333.60	MARY ANN SMITH	48
WINTHROP COURT CONDO. ASS'N.	10	ANNUAL	2005	750.00	MARY ANN SMITH	48
WOODLAWN PLACE CONDOMINIUM	6	ANNUAL	2005	450.00	ARENDA TROUTMAN	20
WRIGHTWOOD COURT TWNHM. ASSN.	29	ANNUAL	2005	2,175.00	THEODORE MATLAK	32
1000 CONDOMINIUM ASSOCIATION	138	ANNUAL	2005	10,350.00	BURTON F. NATARUS	42
1000 W. DIVERSEY LOFTS CONDO	8	ANNUAL	2005	600.00	THOMAS TUNNEY	44
1133 CORNELIA LOFTS CONDO. ASSN	9	ANNUAL	2005	675.00	THOMAS TUNNEY	44
119 W. CHESTNUT CONDO ASSOC.	9	ANNUAL	2005	675.00	BURTON F. NATARUS	42
1235-45 ASTOR STREET BUILDING	9	ANNUAL	2005	675.00	VI DALEY	43
1325-35 E. 52ND ST. CONDO	9	ANNUAL	2005	675.00	TONI PRECKWINKLE	04
1335 ASTOR COOPERATIVE APTS.,	46	ANNUAL	2005	3,450.00	VI DALEY	43
1340 N. DEARBORN CONDOMINIUMS	82	ANNUAL	2005	5,124.28	BURTON F. NATARUS	42
1368-1376 GREENLEAF BUILDING	28	ANNUAL	2005	1,890.69	JOE MOORE	49
1404-10 W. JONQUIL TERRACE	12	ANNUAL	2005	900.00	JOE MOORE	49
1450 NORTH DEARBORN PARKWAY	7	ANNUAL	2005	525.00	BURTON F. NATARUS	42
1500 LAKE SHORE DRIVE BUILDING	57	ANNUAL	2005	4,275.00	VI DALEY	43
1526-28 W. CHASE AVENUE CONDO	8	ANNUAL	2005	600.00	JOE MOORE	49
1527-1531 WEST SHERWIN CONDO	16	ANNUAL	2005	1,200.00	JOE MOORE	49
1550 CONDOMINIUM ASSOCIATION	193	ANNUAL	2005	14,475.00	VI DALEY	43
1613-15 FARWELL CONDO. ASSN.	6	ANNUAL	2005	450.00	JOE MOORE	49
1700 E. 56TH STREET CONDOMINIUM	369	ANNUAL	2005	19,193.35	LESLIE HAIRSTON	05
1725 WEST NORTH AVENUE CONDO.	27	ANNUAL	2005	2,025.00	MANUEL FLORES	01
1810 CHASE CONDOMINIUM	30	ANNUAL	2005	2,170.42	JOE MOORE	49
212 W. WASHINGTON CONDOMINIUM	183	ANNUAL	2005	9,467.04	BURTON F. NATARUS	42
2120 N. LINCOLN PARKWEST	11	ANNUAL	2005	825.00	VI DALEY	43
223 EAST DELAWARE PLACE CORP.	10	SEMI-ANNUAL	2005	375.00	BURTON F. NATARUS	42
2340 LINCOLN PARK WEST CONDO.	7	ANNUAL	2005	525.00	VI DALEY	43
247 E. CHESTNUT CONDO ASSOC	88	ANNUAL	2005	6,600.00	BURTON F. NATARUS	42
2650 LAKEVIEW CONDO ASSOC	397	ANNUAL	2005	28,048.20	VI DALEY	43
33 PHILLIPS CONDOMINIUM ASSN.	6	ANNUAL	2005	450.00	WILLIAM M. BEAVERS	07
3550 CONDOMINIUM ASSOCIATION	728	ANNUAL	2005	50,132.66	HELEN SHILLER	46
3730-40 LAKE SHORE DR. CONDO	62	ANNUAL	2005	4,650.00	HELEN SHILLER	46

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3805 N. WAYNE CONDO ASSOC.	5	ANNUAL	2005	375.00	THOMAS TUNNEY	44
3821 N. NARRAGANSETT CONDO.	9	ANNUAL	2005	675.00	THOMAS ALLEN	38
3825 CONDOMINIUM ASSOCIATION	93	ANNUAL	2005	4,603.10	HELEN SHILLER	46
400 E. OHIO CONDO. ASSOCIATION	182	ANNUAL	2005	13,650.00	BURTON F. NATARUS	42
4028-30 N. SHERIDAN CONDO	10	SEMI-ANNUAL	2005	375.00	HELEN SHILLER	46
4240 N. CLARENDON CONDO ASSOC.	100	ANNUAL	2005	3,420.00	HELEN SHILLER	46
4310-22 CLARENDON CONDO. ASSN.	45	ANNUAL	2005	3,375.00	HELEN SHILLER	46
433 N. WELLS CONDOMINIUM ASSN.	10	ANNUAL	2005	750.00	BURTON F. NATARUS	42
4408-10 N. HERMITAGE CONDO	6	ANNUAL	2005	450.00	EUGENE C. SCHULTER	47
4620 N. BEACON CONDO ASSOC.	6	ANNUAL	2005	450.00	HELEN SHILLER	46
4626 N. KENMORE CONDOMINIUMS	6	ANNUAL	2005	450.00	HELEN SHILLER	46
4650 N. HERMITAGE CONDO. ASSN.	6	ANNUAL	2005	450.00	EUGENE C. SCHULTER	47
5053-5055 N. SHERIDAN RD. CONDO	8	ANNUAL	2005	600.00	MARY ANN SMITH	48
5200 DORCHESTER CONDOMINIUM	31	ANNUAL	2005	2,325.00	TONI . PRECKWINKLE	04
54TH STREET CONDO. ASS'N.	12	ANNUAL	2005	900.00	TONI . PRECKWINKLE	04
5435-37 S. WOODLAWN AVE. CONDO.	6	ANNUAL	2005	450.00	TONI . PRECKWINKLE	04
5445-55 N. CALIFORNIA CONDO	19	ANNUAL	2005	1,425.00	JOE MOORE	49
5454-60 KIMBARK CO-OPERATIVE	25	ANNUAL	2005	1,875.00	TONI . PRECKWINKLE	04
5458-60 HYDE PARK CONDO. ASSN.	6	ANNUAL	2005	450.00	LESLIE HAIRSTON	05
549-51 W. BELDEN CONDO. ASSN.	20	ANNUAL	2005	1,500.00	VI DALEY	43
6040 N. TROY CONDO. ASSN.	42	ANNUAL	2005	2,301.55	BERNARD L. STONE	50
6118 N. SHERIDAN ROAD CONDO.	114	ANNUAL	2005	6,842.50	MARY ANN SMITH	48
6416 W. 64TH PLACE CONDOMINIUM	9	ANNUAL	2005	675.00	MICHAEL R. ZALEWSKI	23
6619 N. SHERIDAN CONDO ASSC.	22	ANNUAL	2005	1,532.64	JOE MOORE	49
6628 W. 64TH PLACE CORP.	6	ANNUAL	2005	450.00	MICHAEL R. ZALEWSKI	23
663 WEST GRACE CONDO. ASSOC.	80	ANNUAL	2005	3,908.22	HELEN SHILLER	46
6847-49 NORTH OLMSTED CONDO.	9	ANNUAL	2005	675.00	BRIAN G. DOHERTY	41
6964-6968 W. DIVERSEY AVE.	18	SEMI-ANNUAL	2005	675.00	WILLIAM JP BANKS	36
7 S. ABERDEEN CONDO. ASSOC.	6	ANNUAL	2005	450.00	MADELINE HAITHCOCK	02
7200 N. RIDGE AVE CONDO ASSOC	38	ANNUAL	2005	2,850.00	JOE MOORE	49
722-728 W. ADDISON CONDO. ASSOC	11	ANNUAL	2005	825.00	HELEN SHILLER	46
7227 N. RIDGE CONDOMINIUM	9	ANNUAL	2005	675.00	JOE MOORE	49
7312-14 N. RIDGE CONDO. ASSOC.	6	ANNUAL	2005	450.00	JOE MOORE	49
7355 CONDOMINIUM ASSOCIATION	47	ANNUAL	2005	3,048.00	WILLIAM M. BEAVERS	07
800 N. MICHIGAN CONDOMINIUM	117	SEMI-ANNUAL	2005	1,249.62	BURTON F. NATARUS	42
8220-26 S. JEFFERY CONDO.	11	ANNUAL	2005	825.00	TODD STROGER	08
850 DE WITT CONDOMINIUM ASSN.	216	ANNUAL	2005	8,330.00	BURTON F. NATARUS	42
879-881 N. LASALLE CONDO. ASS'N	8	ANNUAL	2005	600.00	BURTON F. NATARUS	42
990 N. LAKE SHORE DRIVE	145	SEMI-ANNUAL	2005	1,951.90	BURTON F. NATARUS	42

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen sewer rebate claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

Alderman Natarus invoked Rule 14 of the City Council's Rules of Order and Procedure disclosing that he is a recipient of the senior citizen sewer rebate.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 314-99-4415-9148-0938.

[List of claimants printed on pages 104530 through 104598 of this *Journal.*]

APPROVAL OF APPLICATIONS FOR CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing seven applications for City of Chicago charitable solicitation (tag day) permits, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 104599)

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
AAFLEI, FLORENCE E.	9-36-425-052-1006	41 DOHERTY	50.00
AARONS, JOEL	17-03-202-063-1082	42 NATARUS	50.00
ABARBANEL, GERTRUDE	14-08-203-001-0000	48 SMITH	50.00
ABE, TEIJI	14-08-203-015-1207	48 SMITH	50.00
ABRAMS, EDITH LEVY	17-03-207-068-1166	42 NATARUS	50.00
ABRAMS, MARJORIE E.	17-10-202-083-1079	42 NATARUS	50.00
ABRAMS, MARTIN W.	14-28-207-004-1312	44 TUNNEY	50.00
ABRAMS, MERCEDES	17-03-107-019-1052	43 DALEY	50.00
ABRIDUX, CAROL A.	17-04-207-087-1012	42 NATARUS	50.00
ABROHAMS, JANICE E.	14-28-206-005-1255	44 TUNNEY	50.00
ABROMOWITZ, LILLIAN	14-06-214-017-0000	40 O'CONNOR	50.00
ACCOLA, MARILYN L.	14-05-215-017-1172	48 SMITH	50.00
ACERO, HELEN	12-24-424-037-1002	36 BANKS	50.00
ADAIR, MARGARET	20-13-102-029-1364	05 HAIRSTON	50.00
ADAM, STEPHANIE M.	19-19-209-045-1004	23 ZALEWSKI	50.00
ADAMS, CORA G.	14-33-423-048-1347	43 DALEY	50.00
ADAMS, TRUDI	17-09-410-014-1061	42 NATARUS	50.00
ADDIS, DAVID H.	17-10-200-068-1067	42 NATARUS	50.00
ADKINS, MARY P.	19-19-208-050-1010	23 ZALEWSKI	50.00
ADLER, FRED	17-03-231-018-1075	42 NATARUS	50.00
ADLER, ROBERT	14-21-307-047-1135	44 TUNNEY	50.00
ADLER, RUTH	14-05-403-021-1097	48 SMITH	50.00
AGER, DARLENE A.	14-16-301-041-1857	46 SHILLER	50.00
AGOSTO, FLORENCE R.	17-03-207-061-1148	42 NATARUS	50.00
AGUILAR, PRISCILLA C.	14-16-300-032-1251	46 SHILLER	50.00
AHMAD, S. NASEEM	11-32-115-021-1008	49 MOORE	50.00
AHMED, LATIF	14-28-318-077-1158	43 DALEY	50.00
AIZENSTADT, VITALY	10-36-120-003-1144	50 STONE	50.00
AKAN, SHIRLEY M.	17-04-211-035-1027	42 NATARUS	50.00
ALBANO, LEONA	17-10-200-065-1328	42 NATARUS	50.00
ALBERGO, LORRAINE	13-30-101-036-1015	36 BANKS	50.00
ALBERT, MYRA F.	14-21-307-052-1099	44 TUNNEY	50.00
ALBERTSON, DAVID E.	17-03-103-028-1097	43 DALEY	50.00
ALDERSON, DONALD R.	14-16-301-041-1252	46 SHILLER	50.00
ALDERSON, RUTH	14-16-304-039-1032	46 SHILLER	50.00
ALDWORTH, JAMES T.	17-10-401-005-1538	42 NATARUS	50.00
ALEXA, GERALDINE M AND	13-31-115-024-1021	36 BANKS	50.00
ALEXANDER, ADRIAN Z.	13-10-301-100-0000	05 HAIRSTON	50.00
ALFORD, JESSIE D.	14-16-301-041-1166	46 SHILLER	50.00
ALLEN, JOHN E.	17-03-201-066-1046	42 NATARUS	50.00
ALLEN, ROCHELLE L.	14-05-215-017-1014	48 SMITH	50.00
ALLEN, SANDER	17-03-208-021-1036	42 NATARUS	50.00
ALLEN, THOMAS D.	17-10-214-011-1607	42 NATARUS	50.00
ALMQUIST, NANCY E.	17-03-214-014-1073	42 NATARUS	50.00
ALPER, HOWARD	17-03-226-065-1152	42 NATARUS	50.00
ALPER, ZALMAN Y.	17-10-122-022-1414	42 NATARUS	50.00
ALSPACH, ALMA M.	17-10-400-012-1853	42 NATARUS	50.00
ALTEROVICH, MARIA	10-36-100-018-1145	50 STONE	50.00
ALTSCHUL, SANFORD M.	14-28-200-004-1034	44 TUNNEY	50.00
ALTUS, ESTHER	14-28-207-004-1134	44 TUNNEY	50.00
ALVARADO-SCHAFLER, GREGORY	14-08-203-001-0000	48 SMITH	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
ALVARE, MANUEL	14-05-407-017-1281	48 SMITH	50.00
ALVAREZ, DAVID E.	14-08-203-017-1180	48 SMITH	50.00
ALVAREZ, JOSEFINA	10-36-120-003-1104	50 STONE	50.00
AMAROSE, ANTHONY P.	20-13-103-009-0000	05 HAIRSTON	50.00
AMBO, ELIZABETH A.	14-21-305-030-1142	46 SHILLER	50.00
AMICI, ENID	14-05-407-015-1022	48 SMITH	50.00
AMON, RENE	14-05-215-015-1035	48 SMITH	50.00
AMSCHLER, ALVIN J.	17-03-214-014-1019	42 NATARUS	50.00
ANAGNOSTOPOULOS, GEORGE D.	14-05-403-021-1173	48 SMITH	50.00
ANAGNOSTOPOULOS, NICHOLAS D.	14-08-403-028-1202	48 SMITH	50.00
ANAST, GEORGE H.	12-11-119-025-1014	41 DOHERTY	50.00
ANDERS, RICHARD E.	14-21-101-034-1645	46 SHILLER	50.00
ANDERSON, DORIS T.	17-03-208-007-0000	42 NATARUS	50.00
ANDERSON, EDITH R.	17-03-200-063-1016	42 NATARUS	50.00
ANDERSON, MARY J	12-11-310-070-1058	41 DOHERTY	50.00
ANDERSON, SHIRLEY A.	17-04-207-086-1171	42 NATARUS	50.00
ANDREW, RAYMOND A.	17-09-410-014-1321	42 NATARUS	50.00
ANDREWS, BILLIE W.	13-16-116-031-1011	45 LEVAR	50.00
ANDREWS, CAROL M.	17-03-202-065-1041	42 NATARUS	50.00
ANG, PACITA Y.	13-02-419-023-0000	39 LAURINO	50.00
ANGEL, JOSEPH	14-05-403-021-1016	48 SMITH	50.00
ANGHELO, LUIZA	14-08-408-035-0000	48 SMITH	50.00
ANIXTER, MURIEL B.	17-03-208-002-0000	42 NATARUS	50.00
ANTELMAN, JULIE M.	20-13-103-007-0000	05 HAIRSTON	50.00
ANTHONY, ANNA M.	17-10-316-031-1073	42 NATARUS	50.00
ANTONACCI, MINNIE A.	13-19-328-046-1007	36 BANKS	50.00
APPARI, GESUALDA R.	12-14-101-053-1019	36 BANKS	50.00
APPEL, ARLONE FAY	11-32-114-034-1036	49 MOORE	50.00
APPLEBAUM, DAVID	17-04-217-071-0000	42 NATARUS	50.00
ARANYI, CATHERINE	17-10-401-005-1289	42 NATARUS	50.00
ARCHER, JANE	11-30-312-022-1006	49 MOORE	50.00
ARITA, AIDA M.	10-31-409-060-1026	41 DOHERTY	50.00
ARKIN, GOLDIE	17-03-220-020-1297	42 NATARUS	50.00
ARMINANA, ELIZABETH J.	10-36-100-015-1031	50 STONE	50.00
ARMSTRONG, EDWIN R.	17-03-222-018-0000	42 NATARUS	50.00
ARMSTRONG, RUEBERTHA M.	19-27-401-038-1182	13 OLIVO	50.00
ARNOLD, DORIS	20-34-413-024-0000	06 LYLE	50.00
ARNONE, ANGELO	12-11-119-019-1017	41 DOHERTY	50.00
ARNSTEIN, SAMUEL	17-10-214-011-1513	42 NATARUS	50.00
ARONIETIS, GUNA I.	13-10-200-024-1034	39 LAURINO	50.00
ARONSON, BERYL	14-28-200-004-1184	44 TUNNEY	50.00
ARONSON, MURIEL	14-05-215-015-1048	48 SMITH	50.00
ARPAIA, ROSEMARY	13-31-118-036-1008	36 BANKS	50.00
ARSAN, ALTAN	17-03-204-063-1135	42 NATARUS	50.00
ASAKURA, HEMI	14-05-215-017-1241	48 SMITH	50.00
ASCHER, DOROTHY	14-05-215-015-1067	48 SMITH	50.00
ASH, JOSEPH	17-04-424-051-1259	42 NATARUS	50.00
ASH, MARY R.	14-21-110-020-1363	46 SHILLER	50.00
ASHBELL, THEODORE S.	17-03-208-021-1103	42 NATARUS	50.00
ASHTON, JOHN B.	17-03-201-055-0000	42 NATARUS	50.00
ATHENS, ANDREW A	17-03-207-068-1023	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
ATHERTON, PATRICIA A.	14-28-103-055-1100	44 TUNNEY	50.00
ATHEY, JEAN M.	17-04-211-033-1025	42 NATARUS	50.00
AUFMKAMP, OLGA	9-36-108-057-1008	41 DOHERTY	50.00
AUGUSTIN, EVELYN V.	14-21-305-030-1180	46 SHILLER	50.00
AUGUSTINE, BERNICE	13-19-431-034-1002	36 BANKS	50.00
AUGUSTYN, ANTOINETTE M.	19-08-427-012-1005	23 ZALEWSKI	50.00
AUGUSTYN, LOTTIE	10-31-409-062-1008	41 DOHERTY	50.00
AURAMOPOULAS, KOULA	12-11-119-020-1048	41 DOHERTY	50.00
AUSTIN, CAROLYN S.	14-08-203-015-1101	48 SMITH	50.00
AUSTIN, JEAN L.	20-26-229-021-0000	05 HAIRSTON	50.00
AVIS, BERTHA	11-30-318-037-1002	49 MOORE	50.00
AVIS, EDWARD V.	14-33-423-048-1367	43 DALEY	50.00
AXELROD, HARRY	17-03-222-020-0000	42 NATARUS	50.00
AYCOCK, CHARLINE S.	17-09-410-014-1582	42 NATARUS	50.00
BABEL, ESTELLE	9-36-425-052-1023	41 DOHERTY	50.00
BACALZO, BEATRICE	17-03-200-080-1009	42 NATARUS	50.00
BACLIC, MELANIA	13-02-419-024-0000	39 LAURINO	50.00
BACON, JANET	17-10-400-012-1291	42 NATARUS	50.00
BADLANI, KAMLA	14-05-403-021-1130	48 SMITH	50.00
BADOWSKI, STEPHANIE	19-19-214-026-1013	23 ZALEWSKI	50.00
BAERT, JEANNE A.	14-33-400-042-1042	43 DALEY	50.00
BAILEY, ROBERT L.	17-03-220-020-1358	42 NATARUS	50.00
BAILEY, THOMAS	11-32-109-011-0000	49 MOORE	50.00
BAIM, BLANCHE AND FLORENCE	14-05-211-021-1091	48 SMITH	50.00
BAITCHER, JUDITH	14-05-407-017-1116	48 SMITH	50.00
BAJURCZAK, MARIA	13-08-425-157-1006	45 LEVAR	50.00
BAKAITIS, LORRAINE T.	14-08-203-017-1634	48 SMITH	50.00
BAKER, DONALD R.	14-16-301-041-1097	46 SHILLER	50.00
BAKER, HELEN E.	14-28-203-027-1019	44 TUNNEY	50.00
BAKER, JUNE L.	14-08-203-017-1622	48 SMITH	50.00
BAKER, PAUL L.	14-17-407-053-1009	46 SHILLER	50.00
BALLENTINE, RELEATHA	20-34-413-024-0000	06 LYLE	50.00
BALLIS, HARRY	14-21-306-038-1028	44 TUNNEY	50.00
BALOG, JAMES T.	17-04-210-031-1088	42 NATARUS	50.00
BALTHAZAR, DON J.	20-13-102-029-1283	05 HAIRSTON	50.00
BALWIN, JACQUELINE M.	14-08-407-022-1151	48 SMITH	50.00
BANACH, JOAN	66-66-444-882-1642	42 NATARUS	50.00
BANCROFT, OLGA T.	13-08-311-052-1003	45 LEVAR	50.00
BANKS, LEONA	14-05-407-017-1184	48 SMITH	50.00
BARBANTINI, CONSTANCE	14-28-206-005-1010	44 TUNNEY	50.00
BARBANTINI, CONSTANCE	14-28-206-005-1010	44 TUNNEY	50.00
BARBANTINI, CONSTANCE	14-28-206-005-1010	44 TUNNEY	50.00
BARBANTINI, CONSTANCE	14-28-206-005-1010	44 TUNNEY	50.00
BARBANTINI, CONSTANCE	14-28-206-005-1010	44 TUNNEY	50.00
BARBANTINI, CONSTANCE	14-28-206-005-1010	44 TUNNEY	50.00
BARBANTINI, CONSTANCE	14-28-206-005-1010	44 TUNNEY	50.00
BARBANTINI, CONSTANCE	14-28-206-005-1010	44 TUNNEY	50.00
BARCE, ELWOOD	17-10-400-012-1891	42 NATARUS	50.00
BARKER, ELEANOR	14-08-417-050-1038	48 SMITH	50.00
BARKER, LULA M.	20-11-329-001-0000	05 HAIRSTON	50.00
BARKER, RICHARD & ELSIE	10-31-417-050-1008	41 DOHERTY	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BARNES, BEATRICE L.	20-21-426-046-0000	06 LYLE	50.00
BARNES,JR., WALTER T.	14-21-111-007-1624	46 SHILLER	50.00
BARNETT, THELMA	2-34-413-060-0000	06 LYLE	50.00
BARON, FREDA	14-06-213-014-0000	40 O'CONNOR	50.00
BARONICK, MARTIN J.	14-28-318-077-1380	43 DALEY	50.00
BARR, ELAYNE	13-03-403-062-0000	39 LAURINO	50.00
BARRERA, GLORIA	17-03-215-013-1025	42 NATARUS	50.00
BARRICA, JOSEPH I.	17-04-216-064-1544	42 NATARUS	50.00
BARRIS, LUCILLE	13-06-110-050-1004	41 DOHERTY	50.00
BARRY, MARGARET M.	10-31-409-062-1001	41 DOHERTY	50.00
BARRY, MARY ANNE	14-08-203-001-0000	48 SMITH	50.00
BARTELT, JOANNE I	17-10-200-065-1168	42 NATARUS	50.00
BARTUSIAK, JOSEPHINE D.	14-16-301-041-1578	46 SHILLER	50.00
BARTZ, GENEVIEVE	13-16-101-029-1007	45 LEVAR	50.00
BARUCH, THERESE	19-20-100-058-1006	23 ZALEWSKI	50.00
BASCH, CAROL G.	17-10-202-083-1020	42 NATARUS	50.00
BASCHNONGA, STEPHEN A.	17-10-401-005-1495	42 NATARUS	50.00
BASEVITZ, IRWIN R.	14-05-215-015-1210	48 SMITH	50.00
BASS, MARALY	17-03-202-063-1059	42 NATARUS	50.00
BASSETT, DOLORES A.	11-29-308-018-1016	49 MOORE	50.00
BATKO, SUSANNE	14-28-103-055-1078	44 TUNNEY	50.00
BATTLE, MABLE	20-34-413-024-0000	06 LYLE	50.00
BAUER, CONSTANCE	12-11-116-030-1028	41 DOHERTY	50.00
BAXTER, DORIS	20-13-102-029-1081	05 HAIRSTON	50.00
BAYENDERIAN, VSKEN	13-12-114-058-1001	40 O'CONNOR	50.00
BEACH, JOHN R.	17-04-441-024-1040	42 NATARUS	50.00
BEARD, ELMER L.	17-10-401-005-1311	42 NATARUS	50.00
BEAUFORD, FLANAGAN	20-34-413-024-0000	06 LYLE	50.00
BECKER, ROBERT	17-10-105-014-1061	42 NATARUS	50.00
BEEBE, MARY A.	13-10-200-024-1050	39 LAURINO	50.00
BEECHAM, ANNIE	14-08-203-015-1041	48 SMITH	50.00
BEHR, ELSA	17-10-200-065-1041	42 NATARUS	50.00
BEHR, MILDRED	17-03-204-063-1128	42 NATARUS	50.00
BEHREND, JACK	14-08-203-001-0000	48 SMITH	50.00
BEHUN, CHARLES	14-05-215-015-1029	48 SMITH	50.00
BEILFUSS, BREDA	14-16-301-041-1824	46 SHILLER	50.00
BEITZ, HELEN V.	13-15-411-025-1018	39 LAURINO	50.00
BELCOVE, FRED M.	14-28-206-005-1300	44 TUNNEY	50.00
BELL, ROBERT W	9-36-111-034-1003	41 DOHERTY	50.00
BELLAR, CHARLES M.	17-10-400-012-1184	42 NATARUS	50.00
BELSKEY, JOHN C.	14-33-400-042-1260	43 DALEY	50.00
BENAGES, ADOLPH & HILDA	13-31-118-040-1016	36 BANKS	50.00
BENDOFF, DIANE S.	17-03-101-029-1172	43 DALEY	50.00
BENEDETTI, YOLANDA M.	14-08-413-040-1057	48 SMITH	50.00
BENGSTEN, BARBARA H.	14-21-110-020-1507	46 SHILLER	50.00
BENHAM, DENISE M.	14-16-301-041-1332	46 SHILLER	50.00
BENJAMIN, HOMER A.	14-21-100-018-1293	46 SHILLER	50.00
BENKER, NATALIE A.	13-08-213-066-1001	45 LEVAR	50.00
BENN, LOFTIS	20-34-413-024-0000	06 LYLE	50.00
BENNETT, ANDREW E.	13-11-420-040-1001	39 LAURINO	50.00
BENNETT, THERESA D	20-34-413-024-0000	06 LYLE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BENOVSKY, MILDRED V.	13-09-316-060-1010	45 LEVAR	50.00
BENTLEY, JUNE	14-16-301-041-1535	46 SHILLER	50.00
BENTON, ALAN A.	17-04-208-031-1172	42 NATARUS	50.00
BENZEEV, SAUL	17-10-214-016-1319	42 NATARUS	50.00
BERGDOM, GRACE	14-05-215-017-1387	48 SMITH	50.00
BERGER, CAROL C.	13-15-410-032-1009	39 LAURINO	50.00
BERGERE, CARLETON	17-03-220-020-1525	42 NATARUS	50.00
BERGERON, JEAN C.	19-19-209-047-1006	23 ZALEWSKI	50.00
BERGMAN, SOREL L.	17-03-214-014-1163	42 NATARUS	50.00
BERJON, JULIO	14-05-211-021-1045	48 SMITH	50.00
BERKE, RENA	14-21-106-017-0000	46 SHILLER	50.00
BERKERY, JOHN	14-21-111-007-1442	46 SHILLER	50.00
BERLAND, THEODORE	13-10-200-024-1123	39 LAURINO	50.00
BERLIN, BOB A.	17-10-202-063-1008	42 NATARUS	50.00
BERMAN, ARTHUR L.	14-05-215-015-1137	48 SMITH	50.00
BERMAN, EDWARD A.	17-03-207-068-1015	42 NATARUS	50.00
BERNARD, BARBARA S.	17-03-215-013-1125	42 NATARUS	50.00
BERNARD, IRVING H.	14-28-318-064-1408	43 DALEY	50.00
BERNSTEIN, KATHY E.	17-04-211-033-1034	42 NATARUS	50.00
BERNSTEIN, NATHAN	10-36-416-032-0000	50 STONE	50.00
BERNSTEIN, RONALD A.	17-03-107-019-1067	43 DALEY	50.00
BERRY, VELMA I.	17-04-207-086-1367	42 NATARUS	50.00
BERTACCHI, JOHN A.	14-08-203-001-0000	48 SMITH	50.00
BERTONE, ANTHONY J.	12-23-400-007-1008	36 BANKS	50.00
BERZ, MARVIN S.	17-03-204-064-1020	42 NATARUS	50.00
BESEFSKE, JOAN M.	12-12-216-041-0000	41 DOHERTY	50.00
BESKIN, SYRIL S.	17-04-211-033-1071	42 NATARUS	50.00
BESLOW, BERNICE	10-36-120-003-1149	50 STONE	50.00
BETLEJ, LOTTIE	13-08-430-083-1010	45 LEVAR	50.00
BEYER, LORRAINE C.	13-02-300-005-1027	39 LAURINO	50.00
BEZ, JAN	12-14-112-025-1065	36 BANKS	50.00
BEZALIAN, JOHN P.	14-08-203-001-0000	48 SMITH	50.00
BIALON, CZESLAW	13-09-318-039-1002	45 LEVAR	50.00
BIBBS, BEATRICE	20-11-206-058-0000	04 PRECKWINKLE	50.00
BIEDRON, JOANN B.	13-17-107-194-1002	38 ALLEN	50.00
BIENIEK, FRANK J.	10-31-409-060-1036	41 DOHERTY	50.00
BIENIEK, STEPHANY	19-08-424-135-1011	23 ZALEWSKI	50.00
BIGG, JOAN L.	17-10-208-013-1110	42 NATARUS	50.00
BILAS, NADIA I.	14-21-314-053-1018	44 TUNNEY	50.00
BILDIRES, CHRIST	13-12-205-039-0000	40 O'CONNOR	50.00
BILHORN, ROBERT	14-08-203-001-0000	48 SMITH	50.00
BILLINGS, ARTHUR A	17-10-200-068-1275	42 NATARUS	50.00
BILSKY, MOSES	17-10-200-068-1146	42 NATARUS	50.00
BINDER, MARTIN R.	17-03-101-028-1083	43 DALEY	50.00
BIRK, JUDITH A.	17-03-214-014-1044	42 NATARUS	50.00
BIRNDORF, BERYL A.	17-03-214-014-1183	42 NATARUS	50.00
BISCEGLIA, ANN	17-09-410-014-1682	42 NATARUS	50.00
BISHOP, EUNICE	20-34-413-024-0000	06 LYLE	50.00
BISHOP, MABLE A.	14-05-211-024-1006	48 SMITH	50.00
BITTON, DENISE	14-28-200-003-1122	44 TUNNEY	50.00
BLACK, CAROL A.	14-05-407-017-1222	48 SMITH	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BLACK, CHARLOTTE	13-12-114-058-1003	40 O'CONNOR	50.00
BLACKMAN, LENORE	17-10-105-014-1103	42 NATARUS	50.00
BLAIR, THOMAS L.	17-10-400-012-1275	42 NATARUS	50.00
BLAKE, JOAN M.	14-05-407-017-1504	48 SMITH	50.00
BLANKENSHIP, MARSHALL L.	17-03-101-028-1033	43 DALEY	50.00
BLANKSTEIN, ROSALYN	17-03-208-021-1006	42 NATARUS	50.00
BLAS, PACITA P.	14-28-204-010-1080	44 TUNNEY	50.00
BLAUL, BERNICE	14-06-213-014-0000	40 O'CONNOR	50.00
BLINDER, ALICE D.	14-16-304-039-1167	46 SHILLER	50.00
BLOCK, MAEDEAN	9-36-419-106-1018	41 DOHERTY	50.00
BLOCK, SIDNEY	17-03-228-024-1014	42 NATARUS	50.00
BLONSKY, MARILYN S.	14-33-208-028-1018	43 DALEY	50.00
BLOOM, ALAN H.	17-04-222-062-1066	42 NATARUS	50.00
BLOOMBERG, RUTH	14-28-206-005-1023	44 TUNNEY	50.00
BLOOMENTHAL, JORDON D.	14-05-203-012-1058	49 MOORE	50.00
BLUME, ROSEMARY D.	14-16-301-041-1105	46 SHILLER	50.00
BLUMENTHAL, FRED S.	17-03-228-024-1047	42 NATARUS	50.00
BLUMENTHAL, FRIMA H.	17-03-214-014-1034	42 NATARUS	50.00
BLUMENTHAL, JUDITH E.	14-05-407-016-1035	48 SMITH	50.00
BLUMSTEIN, RITA	14-28-318-064-0000	43 DALEY	50.00
BOANTA, BETTY ANN	13-16-114-045-1041	45 LEVAR	50.00
BOCCARA, NINO S.	17-04-208-031-1049	42 NATARUS	50.00
BOCHNIK, CECILIA	14-05-210-023-1074	48 SMITH	50.00
BODEN, HANS	14-28-320-030-1029	43 DALEY	50.00
BODNEY, DOROTHY J.	17-09-410-014-1260	42 NATARUS	50.00
BOE, ELAINE B.	17-03-226-065-1180	42 NATARUS	50.00
BOGACH, LARISA	14-21-106-017-0000	46 SHILLER	50.00
BOGAN, JR., RALPH	14-28-320-030-1154	43 DALEY	50.00
BOGGIANO, ANTHONY L.	17-10-400-012-1414	42 NATARUS	50.00
BOGNER, MARIE T.	12-24-100-111-1041	36 BANKS	50.00
BOGUSLAVSKAYA, SIMA	14-20-214-018-0000	46 SHILLER	50.00
BOJKO, MARTHA	13-06-110-052-1012	41 DOHERTY	50.00
BOKSA, STANISLAWA	13-09-328-062-1006	45 LEVAR	50.00
BOLAND, ZERDA R.	13-02-300-006-1023	39 LAURINO	50.00
BONKE, DORIS G.	14-06-214-017-0000	40 O'CONNOR	50.00
BOO, MAUREEN	20-12-114-054-1008	05 HAIRSTON	50.00
BOOK, AUDREY	14-16-304-039-1059	46 SHILLER	50.00
BORELLO, CLARA	17-10-400-012-1373	42 NATARUS	50.00
BORESS, JULIUS M.	10-36-100-150-1096	50 STONE	50.00
BORGEL, MARGIT C.	17-04-222-062-1279	42 NATARUS	50.00
BORKE, MARY F.	11-31-115-044-1003	50 STONE	50.00
BORNSTEIN, IRA	17-03-222-023-1182	42 NATARUS	50.00
BOROWITZ, JOSEPH	17-03-108-016-1134	43 DALEY	50.00
BOROWITZ, SELMA A.	17-10-105-014-1025	42 NATARUS	50.00
BORZAK, DONALD	14-28-206-005-1154	44 TUNNEY	50.00
BORZYM, ZDZISLAW A.	13-09-317-033-1007	45 LEVAR	50.00
BOSS, EDWARD	17-03-107-019-1072	43 DALEY	50.00
BOURAS, FOTIS C.	13-15-408-030-1007	39 LAURINO	50.00
BOWDEN, HELEN	12-24-100-111-1006	36 BANKS	50.00
BOWER, JEANNE	17-03-214-014-1071	42 NATARUS	50.00
BOWMAN, BILLIE J.	14-05-215-015-1123	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BOWMAN, ROBERT P.	14-28-318-064-1234	43 DALEY	50.00
BOWYER, THOMAS S.	14-05-403-022-1089	48 SMITH	50.00
BOYAN, JULIUS	12-11-102-068-1046	41 DOHERTY	50.00
BOYKO, MYRTLE F.	14-05-211-016-1075	48 SMITH	50.00
BOYLE, J NEIL	14-05-403-022-1060	48 SMITH	50.00
BOYLE, JAMES V.	17-03-215-013-1418	42 NATARUS	50.00
BOYLE, JOHN	14-16-300-027-1063	46 SHILLER	50.00
BOZICH, MICHAEL S.	17-03-201-076-1012	42 NATARUS	50.00
BRADEN, DONNA B.	14-28-322-038-1022	43 DALEY	50.00
BRADSHAW, MARVIS J.	20-34-413-024-0000	06 LYLE	50.00
BRAGAGNOLO, ANGELA G.	9-36-108-057-1009	41 DOHERTY	50.00
BRAHILL, LUCILLE	17-10-401-005-1107	42 NATARUS	50.00
BRANCH, ESSIE G.	20-24-419-018-1035	05 HAIRSTON	50.00
BRAND, DOROTHY	14-21-101-034-1243	46 SHILLER	50.00
BRANDT, KERMIT A	17-03-101-029-1177	43 DALEY	50.00
BRANDT, LUCILLE	13-31-107-024-1107	36 BANKS	50.00
BRANDWEIN, HERBERT	14-21-110-020-1448	46 SHILLER	50.00
BRANSFIELD, GERTRAUD	17-03-227-022-1025	42 NATARUS	50.00
BRANTLEY, VERNA L.	20-34-413-024-0000	06 LYLE	50.00
BRASH, LYLUS	17-03-202-065-1053	42 NATARUS	50.00
BRAUDY, FLORENCE M.	17-03-204-064-1009	42 NATARUS	50.00
BRAUN, MRS. KATHERINE	14-16-300-027-1071	46 SHILLER	50.00
BRAVERMAN, BEATRICE	14-05-403-021-1032	48 SMITH	50.00
BRAVINSKY, EMMANUIL	10-36-100-018-1218	50 STONE	50.00
BRAZINSKI, LILLIAN	19-19-202-075-1002	23 ZALEWSKI	50.00
BREHMER, JERRY W.	17-10-203-028-1105	42 NATARUS	50.00
BREHMER, SADELLE	10-36-100-018-1160	50 STONE	50.00
BREWSTER, LAURIE D.	14-20-214-018-0000	46 SHILLER	50.00
BREYER, ROSE ANN	14-21-314-053-1102	44 TUNNEY	50.00
BREYMEYER, DIANNE L.	14-33-400-042-1044	43 DALEY	50.00
BRIESKE, MARY	12-01-401-039-1008	41 DOHERTY	50.00
BRINKMAN, ROGER B.	14-08-202-017-1014	48 SMITH	50.00
BROCINER, HASKAL	14-05-215-015-1175	48 SMITH	50.00
BROCKELMANN, MARIANNE	14-08-203-016-1146	48 SMITH	50.00
BRODLEY, ROBERT D.	14-28-322-038-1239	43 DALEY	50.00
BRODNITCH, SOPHIE	14-08-203-017-1442	48 SMITH	50.00
BRODY, IRENE M.	19-08-424-135-1006	23 ZALEWSKI	50.00
BRODY, THELMA	14-05-211-024-1157	48 SMITH	50.00
BROECKER, NOURENE S.	14-05-203-011-1081	49 MOORE	50.00
BROIDA, MIRIAM G.	17-03-215-013-1029	42 NATARUS	50.00
BRONOWICZ, JADWIGA	13-17-202-042-1005	45 LEVAR	50.00
BRONSON, LOIS S.	14-08-203-001-0000	48 SMITH	50.00
BROOKS DAVIS, JOHN	17-03-102-042-1106	43 DALEY	50.00
BROOKS, FLORENCE	20-11-313-026-1002	05 HAIRSTON	50.00
BRORSEN, ADELINE Q.	14-08-203-017-1088	48 SMITH	50.00
BROUWER, PATRICIA	14-21-314-048-1252	44 TUNNEY	50.00
BROWN CHILDS, JOSIE	20-24-419-018-1004	05 HAIRSTON	50.00
BROWN, ALICE	17-03-202-061-1018	42 NATARUS	50.00
BROWN, CAROLYN J.	17-10-401-005-1446	42 NATARUS	50.00
BROWN, CECIL T.	17-10-401-005-1083	42 NATARUS	50.00
BROWN, CLARISSA E.	19-08-424-135-1013	23 ZALEWSKI	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BROWN, DANIEL M.	14-08-203-016-1388	48 SMITH	50.00
BROWN, DONALD D.	17-10-401-005-1067	42 NATARUS	50.00
BROWN, FLORENCE	14-05-211-024-1209	48 SMITH	50.00
BROWN, FLORENCE	14-21-101-034-1607	46 SHILLER	50.00
BROWN, FRANCIS J.	19-27-401-038-1286	13 OLIVO	50.00
BROWN, GERTRUDE B.	14-28-207-004-1507	44 TUNNEY	50.00
BROWN, I.V.	20-13-103-007-0000	05 HAIRSTON	50.00
BROWN, JAMES S.	20-14-202-076-1422	05 HAIRSTON	50.00
BROWN, LORETTA F.	20-12-100-003-1056	04 PRECKWINKLE	50.00
BROWN, NANCY H.	14-33-208-028-1139	43 DALEY	50.00
BROWN, WILLIE B.	20-24-408-025-0000	05 HAIRSTON	50.00
BROWNLEE, BRADY	20-24-419-018-1041	05 HAIRSTON	50.00
BROZA, ANGELINE A.	17-03-214-014-1038	42 NATARUS	50.00
BRUCE, MINNIE L.	20-14-202-076-1153	05 HAIRSTON	50.00
BRUECK, JOHN F.	11-31-118-015-1008	50 STONE	50.00
BRUGGER, ROBERT	9-36-425-053-1007	41 DOHERTY	50.00
BRULL, FRANK	14-05-211-021-1148	48 SMITH	50.00
BRUMMIT, MARTHA J.	20-24-419-018-1040	05 HAIRSTON	50.00
BRUNSON, HENRY W.	20-34-413-024-0000	06 LYLE	50.00
BRUSMAN, NOEL S.	20-14-216-045-1021	05 HAIRSTON	50.00
BRYANT, CAROL L.	17-04-424-051-1474	42 NATARUS	50.00
BRYDACKI, STANLEY	12-11-119-026-1023	41 DOHERTY	50.00
BUCCHIANERI, JEAN D.	14-33-423-048-1200	43 DALEY	50.00
BUCHANAN, JOE	20-21-426-046-0000	06 LYLE	50.00
BUCHANAN, ROBERT R.	14-33-304-049-1001	43 DALEY	50.00
BUCHBINDER, IRENE	14-08-408-035-0000	48 SMITH	50.00
BUCZKO, PHILOMENA	19-18-312-052-1002	23 ZALEWSKI	50.00
BUDENZ, LUCINDA L.	14-05-407-016-1120	48 SMITH	50.00
BUEHRER, DORIS A.	14-16-303-035-1239	46 SHILLER	50.00
BUFFENS, DELLE	14-21-112-010-0000	46 SHILLER	50.00
BUGNO, HALINA	13-28-121-033-0000	31 SUAREZ	50.00
BULLARD. MELVIN B.	14-08-203-001-0000	48 SMITH	50.00
BULLARD, PATRICK W.	14-08-203-001-0000	48 SMITH	50.00
BULMASH, SIDNEY	14-16-301-041-1437	46 SHILLER	50.00
BURD, INA R.	17-04-216-064-1286	42 NATARUS	50.00
BURDITT, GEORGE M.	17-03-208-002-0000	42 NATARUS	50.00
BURG, LEONARD	17-03-105-011-0000	43 DALEY	50.00
BURGEMAN, JACK	14-08-203-015-1425	48 SMITH	50.00
BURKE, ESTELLE M.	17-03-226-065-1038	42 NATARUS	50.00
BURKE, JUDITH	17-04-424-051-1454	42 NATARUS	50.00
BURKE, RICHARD W.	17-03-208-005-0000	42 NATARUS	50.00
BURKIN, HELEN M.	17-10-122-022-1295	42 NATARUS	50.00
BURKS, MARY P.	20-13-103-009-0000	05 HAIRSTON	50.00
BURLINSKI, YURIKO	13-09-317-029-1010	45 LEVAR	50.00
BURNETT, ALICE	17-10-400-012-1818	42 NATARUS	50.00
BURNETT, PATRICIA A.	17-09-410-014-1277	42 NATARUS	50.00
BURNHAM, TRACY A.	17-04-424-051-1252	42 NATARUS	50.00
BURNS, BETTY B.	17-10-122-022-1098	42 NATARUS	50.00
BURNS, FREIDA M.	13-08-310-059-1014	45 LEVAR	50.00
BURNS, MARTIN H.	14-08-203-001-0000	48 SMITH	50.00
BUSCH, ALBERT I.	17-03-201-066-1065	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BUSHART, GREGORY L.	14-08-203-001-0000	48 SMITH	50.00
BUSSELL, BETTY R.	20-34-413-024-0000	06 LYLE	50.00
BUTKIEWICZ, DOLORES ANN	12-12-202-084-1021	41 DOHERTY	50.00
BUTLER, EMILY J.	14-08-203-001-0000	48 SMITH	50.00
BUTLER, MARY ELLEN	17-10-401-005-1457	42 NATARUS	50.00
BUTTITA, VERA	17-03-102-033-1016	43 DALEY	50.00
BUTZ JR., RALPH	14-21-110-020-1269	46 SHILLER	50.00
BUZZI, ANNA	17-03-220-020-1138	42 NATARUS	50.00
BYRD, ARNIE M.	20-13-102-029-1316	05 HAIRSTON	50.00
BYRNE, BRIDGET	13-06-110-054-1015	41 DOHERTY	50.00
CABESSA, ARMAND	17-03-204-063-1137	42 NATARUS	50.00
CAIN, ILSE B.	14-05-215-015-1090	48 SMITH	50.00
CAIN, TYRONE	14-28-114-056-1054	44 TUNNEY	50.00
CALANDRA, LOUIS D.	14-16-304-039-1245	46 SHILLER	50.00
CALDWELL, ELEANOR	14-21-110-020-1538	46 SHILLER	50.00
CALHOUN, KATHLEEN E.	17-09-410-014-1042	42 NATARUS	50.00
CALIENDO, ANGELINE	17-10-132-037-1462	42 NATARUS	50.00
CALL, FORREST T.	14-08-203-015-1060	48 SMITH	50.00
CALLAHAN, HELEN F.	17-04-424-051-1540	42 NATARUS	50.00
CALLEGARI, DIANE P.	12-12-214-024-0000	41 DOHERTY	50.00
CALT, VIRGINA A.	10-31-208-046-1003	41 DOHERTY	50.00
CAMBER, PHYLLIS	17-03-228-024-1035	42 NATARUS	50.00
CAMERON, CATHERINE I.	14-08-203-001-0000	48 SMITH	50.00
CAMORAS, ANGELINA D.	17-03-214-014-1135	42 NATARUS	50.00
CAMORAS, MARY D.	17-10-203-027-1057	42 NATARUS	50.00
CAMPBELL, LORRAINE	13-31-118-034-1008	36 BANKS	50.00
CAMPER, LORRAINE M.	14-05-202-019-1060	49 MOORE	50.00
CAMPIONE, GLADYS	17-09-410-014-1221	42 NATARUS	50.00
CAMRAS, ROSEYLN	17-03-214-014-1009	42 NATARUS	50.00
CANADY, LEWIS P.	20-34-413-024-0000	06 LYLE	50.00
CANEL, BERNICE	14-05-211-021-1082	48 SMITH	50.00
CANNON, ROBERT C.	14-08-203-001-0000	48 SMITH	50.00
CANTALUPO, MARY JANE	9-36-419-108-1003	41 DOHERTY	50.00
CAPOBIANCO, JOSEPH	13-31-115-024-1018	36 BANKS	50.00
CAPOLA, AMADAY C.	12-12-202-084-1019	41 DOHERTY	50.00
CAPPAERT, ROBERT	17-04-209-043-1090	42 NATARUS	50.00
CAPRIOLI, IRMA M.	13-09-317-028-1002	45 LEVAR	50.00
CAPROW, NAOMI K.	17-03-211-030-1025	42 NATARUS	50.00
CARAZZO, PHYLLIS	13-16-114-045-1047	45 LEVAR	50.00
CARBONE, EUGENE J.	13-16-117-042-1001	45 LEVAR	50.00
CARDELLA, MARION	14-16-301-041-1528	46 SHILLER	50.00
CARDOZO, RICHARD L.	17-03-103-028-1112	43 DALEY	50.00
CAREY, JOAN T.	17-10-200-065-1241	42 NATARUS	50.00
CAREY, WILLIAM E.	17-10-400-012-1887	42 NATARUS	50.00
CARLETON, JOAN L.	17-03-220-020-1307	42 NATARUS	50.00
CARLIND, JOAN M.	13-18-409-041-1020	38 ALLEN	50.00
CARLIND, LENA M.	13-18-409-043-0000	38 ALLEN	50.00
CARLOCK, HELEN L.	11-29-102-001-0000	49 MOORE	50.00
CARLSON, DIETRICH G.	11-32-109-011-0000	49 MOORE	50.00
CARLSON, NORMAN A.	13-10-200-020-1051	39 LAURINO	50.00
CARLSON, PATRICIA T.	14-05-211-023-1240	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
CARNELL, URSULA K.	14-16-304-039-1041	46 SHILLER	50.00
CARNEY, PAULA L.	14-08-403-028-1072	48 SMITH	50.00
CARO, MARIA A	14-08-408-035-0000	48 SMITH	50.00
CAROLAN, JOHN G.	13-09-316-060-1008	45 LEVAR	50.00
CARONE, GERALDINE	13-05-123-040-1014	45 LEVAR	50.00
CARONE, SYLVIA C.	13-31-107-024-1084	36 BANKS	50.00
CAROTHERS, JUANITA	20-24-404-028-1027	05 HAIRSTON	50.00
CARPENETTE, VIRGINIA M.	14-05-203-011-1368	49 MOORE	50.00
CARPIO, ISABEL E.	14-21-110-020-1001	46 SHILLER	50.00
CARROLL, JEAN	17-03-214-017-1005	42 NATARUS	50.00
CARSELLO, LORRAINE E.	13-31-107-024-1213	36 BANKS	50.00
CARTER, HELEN Z	17-04-207-086-1519	42 NATARUS	50.00
CARY, ARLENE D.	14-05-215-015-1144	48 SMITH	50.00
CASALS, LUIS	13-06-110-051-1016	41 DOHERTY	50.00
CASELLA, JAMES A.	17-10-400-012-1774	42 NATARUS	50.00
CASHMAN, CATHERINE T.	14-16-301-041-1400	46 SHILLER	50.00
CASIERI, ELIZABETH S.	14-08-203-001-0000	48 SMITH	50.00
CASSANO, MARGARET	13-31-118-041-1001	36 BANKS	50.00
CASTELLANOS, OFELIA G.	14-21-101-034-1188	46 SHILLER	50.00
CAVALLARO, ANITA	13-31-124-049-1006	36 BANKS	50.00
CAVICO, FRANK J.	19-27-401-038-1098	13 OLIVO	50.00
CAWLEY, VIRGINIA	13-06-110-054-1029	41 DOHERTY	50.00
CECHNER, ROBERT A.	17-03-227-018-1075	42 NATARUS	50.00
CEJTIN, MARIA T.	14-28-202-018-1087	44 TUNNEY	50.00
CERNOK, LILLIAN M.	17-03-200-063-1003	42 NATARUS	50.00
CETINSKE, EDWARD S.	13-10-200-026-1140	39 LAURINO	50.00
CHABA, HELEN	14-21-111-007-1396	46 SHILLER	50.00
CHAIT, SAM	14-08-203-017-1129	48 SMITH	50.00
CHAKIRIS, KENNETH	17-10-214-011-1442	42 NATARUS	50.00
CHAMBERS, MARION	14-08-203-016-1218	48 SMITH	50.00
CHAMOUILLE, GEORGETTE	13-06-118-018-1011	41 DOHERTY	50.00
CHANDAVIMOL, MANIDA	14-08-403-028-1281	48 SMITH	50.00
CHANDLER, JOSEPHINE E.	14-08-206-030-1002	48 SMITH	50.00
CHANDLER, LUCY	20-24-404-027-1005	05 HAIRSTON	50.00
CHANG, SUN	14-21-110-020-1467	46 SHILLER	50.00
CHAPMAN III, GEORGE B.	14-08-203-001-0000	48 SMITH	50.00
CHAPMAN, BARBARA A.	14-21-111-007-1213	46 SHILLER	50.00
CHAPMAN, DOROTHY M.	14-16-301-041-1217	46 SHILLER	50.00
CHAPMAN, LOUISE	14-28-207-004-1355	44 TUNNEY	50.00
CHARMATZ, LESTER	17-10-214-011-1370	42 NATARUS	50.00
CHARNOTA, CAMILLE	13-31-124-050-1009	36 BANKS	50.00
CHARNOTA, PETER	13-19-431-034-1007	36 BANKS	50.00
CHASE, MARILYN T.	14-05-215-017-1081	48 SMITH	50.00
CHATZ, TERRY	14-21-111-007-1648	46 SHILLER	50.00
CHENEY, JOHN J.	17-03-200-063-1125	42 NATARUS	50.00
CHERTKOW, SARA	20-13-103-009-0000	05 HAIRSTON	50.00
CHESELDINE, DIANA S.	17-03-200-063-1229	42 NATARUS	50.00
CHESTER, GERTRUDE	14-28-207-004-1123	44 TUNNEY	50.00
CHIN, CHEE S.	12-12-202-087-1028	41 DOHERTY	50.00
CHINNOW, HAROLD	13-18-409-034-1033	38 ALLEN	50.00
CHIPEI, GEORGE	13-09-328-061-1004	45 LEVAR	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
CHITTY, THAIS G.	12-11-102-068-1018	41 DOHERTY	50.00
CHMIELOWSKI, IRENE E.	9-36-425-052-1030	41 DOHERTY	50.00
CHREPTYK, ANNA B.	12-12-202-084-1023	41 DOHERTY	50.00
CHRISTENSEN, ROBERT A.	14-23-423-048-1300	43 DALEY	50.00
CHRISTIANSEN, LORRAINE E.	13-08-428-041-1002	45 LEVAR	50.00
CHRZANOWSKA, BARBARA	17-10-200-065-1096	42 NATARUS	50.00
CHUKERMAN, IRWIN E.	14-28-207-004-1609	44 TUNNEY	50.00
CHULOCK, ELAINE A.	17-10-400-012-1685	42 NATARUS	50.00
CHUNG, KI E.	14-28-322-038-1204	43 DALEY	50.00
CIECKO, SOPHIE	13-31-107-024-1047	36 BANKS	50.00
CIERLIK, WALTER	13-06-110-054-1025	41 DOHERTY	50.00
CIZEK, JEAN E.	14-21-110-020-1420	46 SHILLER	50.00
CLANCY, WILLIAM C.	17-03-107-019-1029	43 DALEY	50.00
CLARK, DAVID P.	10-36-206-040-0000	50 STONE	50.00
CLARK, MARY	14-21-106-030-1050	46 SHILLER	50.00
CLARK, ROY M.	12-23-400-007-1039	36 BANKS	50.00
CLAVERIA, ROBERTO H.	14-06-219-013-0000	40 O'CONNOR	50.00
CLAYTON, ELIZABETH	14-05-403-021-1191	48 SMITH	50.00
CLAYTON, RUSSELL	17-03-220-020-1597	42 NATARUS	50.00
CLERKIN, SHEILA M.	11-32-111-014-0000	49 MOORE	50.00
CLINTON, EDWARD X.	17-03-208-021-1104	42 NATARUS	50.00
CLONAN, JOAN C.	14-05-203-011-1076	49 MOORE	50.00
CLONICK, JOSEPH R.	14-28-206-005-1152	44 TUNNEY	50.00
COANE, HILLARD	17-03-201-066-1061	42 NATARUS	50.00
COCKIN, THOMAS	11-30-307-213-1016	49 MOORE	50.00
CODUTO, DONALD	12-12-202-087-1017	41 DOHERTY	50.00
COE, ARTHUR NED	14-05-210-024-1095	48 SMITH	50.00
COEN, MILTON	14-05-403-021-1121	48 SMITH	50.00
COHEN, ADA	14-21-101-034-1558	46 SHILLER	50.00
COHEN, FLORENCE	14-05-215-017-1075	48 SMITH	50.00
COHEN, HARRY	17-03-208-021-1021	42 NATARUS	50.00
COHEN, JOSEPH J.	17-03-202-063-1044	42 NATARUS	50.00
COHEN, LOUIS	17-10-400-012-1559	42 NATARUS	50.00
COHEN, MILTON	14-08-203-017-1299	48 SMITH	50.00
COHEN, MORRIS	14-28-207-004-1040	44 TUNNEY	50.00
COHEN, NORMAN	14-28-200-003-1095	44 TUNNEY	50.00
COHEN, PEARLE	14-05-403-021-1137	48 SMITH	50.00
COHEN, SEYMOUR A.	17-03-215-013-1522	42 NATARUS	50.00
COHEN, STANLEY	17-03-221-011-1042	42 NATARUS	50.00
COHEN, STEPHEN Z.	17-10-400-012-1229	42 NATARUS	50.00
COHEN, TAUDEE	14-28-207-004-1396	44 TUNNEY	50.00
COHN, CARL M.	20-12-113-046-1006	05 HAIRSTON	50.00
COHN, RELLA	20-14-221-021-1001	05 HAIRSTON	50.00
COHN, ROSALINE	17-03-202-061-1070	42 NATARUS	50.00
COHRAN, ERMA D.	20-12-102-007-1059	04 PRECKWINKLE	50.00
COLAN, ESTELLE	14-21-111-007-1307	46 SHILLER	50.00
COLBURN, ELAINE STONE	17-03-202-065-1095	42 NATARUS	50.00
COLBY, RUTH M.	20-23-410-032-0000	05 HAIRSTON	50.00
COLE, EDWARD M.	14-08-203-001-0000	48 SMITH	50.00
COLE, LAURENCE	14-05-215-015-1248	48 SMITH	50.00
COLEMAN, HELEN M.	14-16-301-041-1521	46 SHILLER	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
COLEMAN, SHIRLEY	14-05-407-015-1027	48 SMITH	50.00
COLLETTI, GUY M.	13-31-107-024-1197	36 BANKS	50.00
COLLINS, LORRAINE W.	11-31-214-055-1001	49 MOORE	50.00
COLLINS, LOUISE M.	20-34-413-024-0000	06 LYLE	50.00
COLLINS, MARGARET M.	13-02-300-008-1002	39 LAURINO	50.00
COLLINS, MORRIS	14-21-307-047-1047	44 TUNNEY	50.00
COLLINS, ROSEMARIE	17-04-210-027-1008	42 NATARUS	50.00
COLOVOS, DENA	14-08-203-016-1439	48 SMITH	50.00
COMEIN, ROBERT J.	14-16-304-039-1038	46 SHILLER	50.00
CONDYLIS, JUDY	14-16-301-041-1385	46 SHILLER	50.00
CONESCU, ALICE	11-29-308-020-1016	49 MOORE	50.00
CONFORTI, ANNETTE	12-11-116-030-1010	41 DOHERTY	50.00
CONGER, DOROTHY L.	17-03-226-065-1099	42 NATARUS	50.00
CONLEY, LESTER A.	20-13-103-011-0000	05 HAIRSTON	50.00
CONLIN, ELIZABETH J.	17-10-202-083-1067	42 NATARUS	50.00
CONNELL, JOAN	14-08-203-001-0000	48 SMITH	50.00
CONNER, BERRY	17-04-209-043-1215	42 NATARUS	50.00
CONNOLLY, MARY C.	13-15-412-026-1001	39 LAURINO	50.00
CONNOLLY, VINCENT R.	17-03-108-017-1055	43 DALEY	50.00
CONNOR, CHARLES C.	20-34-413-024-0000	06 LYLE	50.00
CONTRERAS, BEN	19-19-200-061-1002	23 ZALEWSKI	50.00
CONWAY, JOANN	17-10-203-028-1073	42 NATARUS	50.00
COOGAN, MARGARET M.	14-21-111-007-1113	46 SHILLER	50.00
COOK, RUSSELL	14-08-203-016-1391	48 SMITH	50.00
COONEY, RITA	17-04-207-087-1225	42 NATARUS	50.00
COOPER, BERNARD H	17-03-214-014-1007	42 NATARUS	50.00
COOPER, DORIS F.	14-33-208-028-1008	43 DALEY	50.00
COOPER, MARGARET J.	17-03-101-029-1126	43 DALEY	50.00
COOPER, SHELDON & MARY	14-28-105-072-1027	44 TUNNEY	50.00
COOPER, SHIRLEY	17-10-200-065-1032	42 NATARUS	50.00
COOPER, WYLDLA W.	20-14-202-076-1192	05 HAIRSTON	50.00
COPELLO, CATHERINE	13-19-412-032-1004	36 BANKS	50.00
COPPERSMITH, SYLVIA	17-03-204-063-1042	42 NATARUS	50.00
CORBISIERO, CARMINE	17-03-222-023-1351	42 NATARUS	50.00
CORCORAN, EILEEN T.	17-03-200-063-1210	42 NATARUS	50.00
CORCORAN, MARGARET	13-30-101-031-1001	36 BANKS	50.00
CORENON, NORMAN L.	14-05-211-016-1086	48 SMITH	50.00
CORMAN, HELEN K.	17-04-209-043-1145	42 NATARUS	50.00
CORN, MILTON W.	17-09-410-014-1838	42 NATARUS	50.00
CORY, DAVID E.	17-03-220-020-1069	42 NATARUS	50.00
COSLEY, ALICE L.	13-16-216-032-1010	45 LEVAR	50.00
COSSID, JACK D.	13-12-220-052-1002	40 O'CONNOR	50.00
COSTELLO, RICHARD	17-10-105-014-1181	42 NATARUS	50.00
COSTOS, ANNA E.	14-05-407-017-1401	48 SMITH	50.00
COTY, DAVID	14-28-206-005-1170	44 TUNNEY	50.00
COTY, DAVID	14-28-206-005-1170	44 TUNNEY	50.00
COTY, DAVID	14-28-206-005-1170	44 TUNNEY	50.00
COTY, DAVID	14-28-206-005-1170	44 TUNNEY	50.00
COTY, DAVID	14-28-206-005-1170	44 TUNNEY	50.00
COTY, DAVID	14-28-206-005-1170	44 TUNNEY	50.00
COTY, DAVID	14-28-206-005-1170	44 TUNNEY	50.00

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SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
COTY, DAVID	14-28-206-005-1170	44 TUNNEY	50.00
COURTNEY, MARY A.	14-08-203-001-0000	48 SMITH	50.00
COUSINS, BERTHA T.	14-17-418-025-1001	46 SHILLER	50.00
COVEY, JR., FRANK	17-10-221-075-1047	42 NATARUS	50.00
CRAGON, MILLER M.	14-08-203-001-0000	48 SMITH	50.00
CRAIG, RAYMOND E.	14-08-203-001-0000	48 SMITH	50.00
CRANDUS, HAROLD D.	14-28-204-008-1005	44 TUNNEY	50.00
CRANE, BARBARA B.	17-04-224-049-1079	42 NATARUS	50.00
CREWS, CLAIRE	17-03-215-013-1104	42 NATARUS	50.00
CRISCIONE, VIOLA A.	12-12-214-018-0000	41 DOHERTY	50.00
CROMBIE, MINNIE L.	20-34-413-024-0000	06 LYLE	50.00
CRONIN, JAMES T.	14-28-200-003-1012	44 TUNNEY	50.00
CROSS, CHESTER J.	13-10-200-026-1124	39 LAURINO	50.00
CROSS, FRANCIS W.	9-36-411-034-1012	41 DOHERTY	50.00
CROWLEY, ROSEMARY A.	17-10-401-005-1009	42 NATARUS	50.00
CRUZ, CATHERINE	13-18-409-069-1037	38 ALLEN	50.00
CSEKAR, JULIANA	13-17-202-042-1016	45 LEVAR	50.00
CUA, NENITA A.	14-08-403-028-1005	48 SMITH	50.00
CUARTAS, LUZ M.	14-08-203-001-0000	48 SMITH	50.00
CUBURNEK, MATHILDE	14-21-110-020-1611	46 SHILLER	50.00
CULLEN, VERA C.	13-08-313-019-1010	45 LEVAR	50.00
CULLNAN, MYRTLE	14-28-203-027-1016	44 TUNNEY	50.00
CUMMINGS, F. NADINE	14-06-212-006-0000	40 O'CONNOR	50.00
CUMMINGS, JOHN R.	17-10-105-014-1218	42 NATARUS	50.00
CUMMINGS, MARY	10-31-306-021-1008	41 DOHERTY	50.00
CUNNINGHAM, DOROTHY	17-10-400-012-1466	42 NATARUS	50.00
CUNNINGHAM, JAMES K.	17-03-105-009-0000	43 DALEY	50.00
CURDA, DONALD	14-28-206-005-1070	44 TUNNEY	50.00
CURLETTE, ROBERT	17-03-220-020-1295	42 NATARUS	50.00
CURRAN, BARBARA A.	17-03-222-020-0000	42 NATARUS	50.00
CURTEAN, THOMAS	17-03-211-030-1066	42 NATARUS	50.00
CURTH, RUTH A.	17-04-207-087-1379	42 NATARUS	50.00
CUZELIS, EDWARD A.	17-03-200-063-1090	42 NATARUS	50.00
CYGAN, JADWIGA	13-02-300-009-1026	39 LAURINO	50.00
CZARNECKI, DOLORES	12-12-202-087-1005	41 DOHERTY	50.00
CZERWINSKI, BOGDAN	10-31-409-062-1007	41 DOHERTY	50.00
CZYZEWSKI, LILLIAN M.	13-06-118-018-1015	41 DOHERTY	50.00
DAGGERS, BERNARD	14-05-211-023-1009	48 SMITH	50.00
DAHL, ELEANOR	14-16-301-041-1009	46 SHILLER	50.00
DAHLSTROM, IRWIN A.	11-32-200-034-1007	49 MOORE	50.00
DAITCH, LILLIAN	14-05-211-021-1058	48 SMITH	50.00
DALE, HELEN J.	14-21-111-007-1074	46 SHILLER	50.00
DALEO, MARILYN A.	17-10-401-014-1312	42 NATARUS	50.00
DALESSANDRO, WILLIAM	17-03-226-065-1227	42 NATARUS	50.00
DALLAS, MAGDALENE	20-13-102-029-1263	05 HAIRSTON	50.00
DALUM, WILBERT C.	10-31-409-060-1024	41 DOHERTY	50.00
DALY, JAMES F.	17-03-200-063-1175	42 NATARUS	50.00
DAMAN, JOSEPH	14-21-110-020-1096	46 SHILLER	50.00
DAMASK, DOROTHY	13-30-100-026-1004	36 BANKS	50.00
DANCIU, VASILICA	14-08-408-035-0000	48 SMITH	50.00
DANFORTH, GEORGE E.	17-03-222-015-0000	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
DANGARD, VASSO B.	13-06-103-048-1020	41 DOHERTY	50.00
DANIELS, OMIE G.	14-16-305-021-1006	44 TUNNEY	50.00
DANKERT, LORETTA	14-08-203-016-1096	48 SMITH	50.00
DANYLUK, JUNE M.	14-21-101-035-1237	46 SHILLER	50.00
DAPIN, MARIAN	14-21-111-007-1116	46 SHILLER	50.00
DAVEE, RUTH	17-03-226-065-1215	42 NATARUS	50.00
DAVIDSON, ANNE MARIE	14-28-322-015-0000	43 DALEY	50.00
DAVIS-ROBSON, JANICE	17-10-105-014-1110	42 NATARUS	50.00
DAVIS, ARNOLD E.	17-10-401-005-1497	42 NATARUS	50.00
DAVIS, BARBARA R.	17-10-400-012-1890	42 NATARUS	50.00
DAVIS, CARRIE L.	20-24-322-020-1002	05 HAIRSTON	50.00
DAVIS, ISOBEL	17-03-226-065-1023	42 NATARUS	50.00
DAVIS, JACK	17-04-216-064-1022	42 NATARUS	50.00
DAVIS, MARGARET	20-23-124-019-0000	05 HAIRSTON	50.00
DAVIS, MARIAN M.	14-05-215-017-1020	48 SMITH	50.00
DAVIS, SAMUEL C.	17-10-107-016-1035	42 NATARUS	50.00
DAWOOD, YOUARISH D.	13-09-328-061-1006	45 LEVAR	50.00
DAWSON, KATHLEEN M.	14-06-213-014-0000	40 O'CONNOR	50.00
DAWSON, ROBERT T.	17-04-207-086-1373	42 NATARUS	50.00
DAY, DOROTHY M.	20-21-426-046-0000	06 LYLE	50.00
DE BOER, DOROTHY L.	14-05-215-017-1052	48 SMITH	50.00
DE LA PENA, RITA A.	17-04-222-062-1011	42 NATARUS	50.00
DECOY, CHARLOTTE C.	20-34-413-024-1111	06 LYLE	50.00
DEER, MAIMA	17-10-200-065-1243	42 NATARUS	50.00
DEEGAN, AILEEN R.	17-04-216-064-1351	42 NATARUS	50.00
DEGUZMAN, PLUTARCO	14-17-408-020-1008	46 SHILLER	50.00
DELEON, MERCEDES	14-21-101-034-1412	46 SHILLER	50.00
DELEONARDIS, MARY A.	14-16-301-041-1603	46 SHILLER	50.00
DELEVITT, BILLIE D.	17-10-318-031-1017	42 NATARUS	50.00
DELGADO, JOSEPH R.	17-10-122-022-1348	42 NATARUS	50.00
DELIGHTER, ALBERT	17-03-226-065-1190	42 NATARUS	50.00
DELLA CROCE, JOSEPH M.	14-05-211-021-1050	48 SMITH	50.00
DELMARTO, ANTHONY F.	12-14-112-025-1024	36 BANKS	50.00
DEMAR, EDITH F.	17-03-201-066-1048	42 NATARUS	50.00
DEMARTINO, RUTH	13-09-328-060-1014	45 LEVAR	50.00
DEMBINSKI, RAYMOND R.	13-16-114-045-1048	45 LEVAR	50.00
DEMEO, CAMILLE	12-23-224-043-1021	36 BANKS	50.00
DEMES, KATHERINE H.	14-06-212-006-0000	40 O'CONNOR	50.00
DEMITH, REGINA S.	13-08-313-019-1024	45 LEVAR	50.00
DENNISTON, MARION F.	17-03-102-032-1043	43 DALEY	50.00
DENNSTAEDT, EDWARD W.	17-03-101-029-1112	43 DALEY	50.00
DENTON, HOWARD L.	20-12-108-039-1118	04 PRECKWINKLE	50.00
DENTON, HOWARD L.	20-12-108-039-1118	04 PRECKWINKLE	50.00
DENTON, HOWARD L.	20-12-108-039-1118	04 PRECKWINKLE	50.00
DENTON, HOWARD L.	20-12-108-039-1118	04 PRECKWINKLE	50.00
DENTON, HOWARD L.	20-12-108-039-1118	04 PRECKWINKLE	50.00
DENTON, HOWARD L.	20-12-108-039-1118	04 PRECKWINKLE	50.00
DENZLER, DOROTHY R.	14-05-210-023-1062	48 SMITH	50.00
DEOBLER, BETTY M.	14-05-203-011-1105	49 MOORE	50.00
DEPA, ZOFIA	13-30-204-050-1005	36 BANKS	50.00
DESANTI, GEORGE	17-03-207-068-1108	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
DESATNICK, ROBERT L.	17-03-101-029-1202	43 DALEY	50.00
DESHEROW, VIRGINIA	13-15-416-047-1013	39 LAURINO	50.00
DESPRES, LEON M.	20-14-223-032-0000	05 HAIRSTON	50.00
DETLAFF, MARION E.	12-14-112-025-1049	36 BANKS	50.00
DETTERT, ROSELLYN R.	13-15-411-029-1013	39 LAURINO	50.00
DEUTSCH, DONALD A.	17-03-101-027-1004	43 DALEY	50.00
DEUTSCH, ROZANNE D.	20-12-114-052-1013	05 HAIRSTON	50.00
DI MAGGIO, JUNE	12-11-116-030-1019	41 DOHERTY	50.00
DIACCI, MARIA	19-08-424-138-1001	23 ZALEWSKI	50.00
DIANNI, ROBERT J.	14-28-201-015-1065	44 TUNNEY	50.00
DIAZ, FRANCIS A.	14-21-307-048-1043	44 TUNNEY	50.00
DICK, AZILE V.	14-28-322-038-1057	43 DALEY	50.00
DICKSON, BETTY	20-14-202-076-1410	05 HAIRSTON	50.00
DIDIER, ALFRED L.	13-15-404-040-1004	39 LAURINO	50.00
DIENHART, JOHN W.	17-10-401-005-1594	42 NATARUS	50.00
DIEZEL, NORMA P	9-36-425-054-1002	41 DOHERTY	50.00
DIGESARE, MARY	14-21-110-020-1518	46 SHILLER	50.00
DIMITROV, VERA	14-05-211-021-1137	48 SMITH	50.00
DINOFF, ROSALYN L.	14-05-203-011-1349	49 MOORE	50.00
DIONISIO, NATIVIDAD C.	17-10-103-027-1011	42 NATARUS	50.00
DOBBS, FRANCES B.	19-19-202-077-1007	23 ZALEWSKI	50.00
DOBRIN, FRIEDA	14-21-306-038-1057	44 TUNNEY	50.00
DOBRIN, MARSHALL L.	14-28-318-064-1219	43 DALEY	50.00
DOBRY, ALAN M.	20-13-102-024-1007	05 HAIRSTON	50.00
DOBSON, PHYLLIS L.	11-32-111-014-0000	49 MOORE	50.00
DOCKERY, MARY	13-02-300-006-1030	39 LAURINO	50.00
DODD, MARYANN T.	14-08-408-035-0000	48 SMITH	50.00
DOELL, EMIKO	13-02-300-006-1027	39 LAURINO	50.00
DOERR, DAVID M.	14-05-215-015-1266	48 SMITH	50.00
DOETSCH, VIRGINIA L.	17-10-400-012-1044	42 NATARUS	50.00
DOKTOR, DOROTHY	13-16-116-031-1001	45 LEVAR	50.00
DOLAN, MARY	12-12-202-085-1011	41 DOHERTY	50.00
DOLAN, MARY R.	14-08-203-001-0000	48 SMITH	50.00
DOLIN, FLORENCE K.	14-05-215-015-1051	48 SMITH	50.00
DOLINKY, EVELYN	10-36-100-015-1020	50 STONE	50.00
DOLTON, BERTHA	14-05-403-021-1195	48 SMITH	50.00
DOMBROWSKI, BERNICE R.	12-23-224-043-1017	36 BANKS	50.00
DOMINIQUE, HARRIET M.	14-08-203-017-1655	48 SMITH	50.00
DONURAY, WILLIAM B.	14-28-318-064-1230	43 DALEY	50.00
DON, NORA	17-03-220-020-1459	42 NATARUS	50.00
DONAHUE, DOLORES	17-10-318-031-1042	42 NATARUS	50.00
DONASH, IRENE	13-16-122-045-1004	45 LEVAR	50.00
DONELLY, NANCY	14-08-203-001-0000	48 SMITH	50.00
DONISCH, AUDREY A.	13-31-107-024-1006	36 BANKS	50.00
DONLIN, GEORGE E.	11-32-404-019-1001	49 MOORE	50.00
DONOVAN, ANN T.	13-16-110-099-1001	45 LEVAR	50.00
DONOVAN, LOUISE C	12-11-121-038-1016	41 DOHERTY	50.00
DOOLEY, BARBARA	14-21-314-048-1254	44 TUNNEY	50.00
DOORMAN, DAISY	14-28-204-010-1038	44 TUNNEY	50.00
DOPICHAY, WILLI	17-09-410-014-1583	42 NATARUS	50.00
DORFMAN, ETHEL	17-03-215-013-1253	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
DOUGHERTY, NANCY J.	17-10-400-012-1843	42 NATARUS	50.00
DOWD, MARY	17-04-209-043-1065	42 NATARUS	50.00
DOWD, MARY K.	17-10-401-005-1322	42 NATARUS	50.00
DOWD, WALTER	13-16-102-026-1008	45 LEVAR	50.00
DOWLING, BARBARA BERNICE	19-19-214-025-1004	23 ZALEWSKI	50.00
DOWNEY, ROBERT E.	17-04-424-051-1545	42 NATARUS	50.00
DOYLE, BARBARA E.	17-03-337-018-1038	42 NATARUS	50.00
DOYLE, FRANCIS R.	10-36-206-040-0000	50 STONE	50.00
DOYLE, LOIS E.	11-31-106-021-1007	50 STONE	50.00
DRAKE, ANN K.	14-21-111-007-1630	46 SHILLER	50.00
DRAY, SHELDON	17-10-401-005-1470	42 NATARUS	50.00
DRAZDA, JADWIGA	13-18-409-032-1031	38 ALLEN	50.00
DREGOSH, AMELIA	14-28-204-010-1184	44 TUNNEY	50.00
DRELL, CHARLOTTE	17-03-227-022-1098	42 NATARUS	50.00
DREW, BETTY J.	12-12-202-084-1005	41 DOHERTY	50.00
DREW, GEORGE B.	17-09-410-014-1318	42 NATARUS	50.00
DREWIENKOWSKI, MARY	12-11-121-037-1006	41 DOHERTY	50.00
DREWRY, WILLIAM P.	17-04-216-064-1285	42 NATARUS	50.00
DREXLER, LLOYD & EVELYN	14-28-200-004-1151	44 TUNNEY	50.00
DRISCOLL, MARY C.	19-19-208-050-1019	23 ZALEWSKI	50.00
DRISS, DAISY	14-21-111-007-1084	46 SHILLER	50.00
DRY, FAYE	17-10-200-068-1117	42 NATARUS	50.00
DRY, FLORENCE	17-10-200-068-1185	42 NATARUS	50.00
DRZAL, STANISLAW	12-11-119-023-1033	41 DOHERTY	50.00
DRZAZGA, MARIA	17-04-207-087-1307	42 NATARUS	50.00
DUCHIN, JAYNE	12-12-202-085-1015	41 DOHERTY	50.00
DUERNER, MARILYN S.	13-16-116-031-1019	45 LEVAR	50.00
DUENAS, CATHERINE	14-16-300-032-1417	46 SHILLER	50.00
DUGAN, MARY C.	13-06-221-036-1002	41 DOHERTY	50.00
DUKER, HARRIET C.	17-03-222-015-0000	42 NATARUS	50.00
DUKOR, MARY	14-08-408-035-0000	48 SMITH	50.00
DULIN, HARVEY S.	17-03-105-013-0000	43 DALEY	50.00
DUMANIAN, ARA V.	17-03-220-020-1475	42 NATARUS	50.00
DUMBLETON, WILLIAM A.	17-03-221-004-0000	42 NATARUS	50.00
DUMKE, CARL F.	14-08-417-050-1104	48 SMITH	50.00
DUNLOP, ERMA J.	20-11-206-058-0000	04 BRECKWINKLE	50.00
DUNN, MARION D.	13-02-300-008-1032	39 LAURINO	50.00
DUNNE, NENA	17-10-400-012-1024	42 NATARUS	50.00
DUNSKY, PAULINE	17-10-401-005-1319	42 NATARUS	50.00
DUPLESYS, VENO	17-03-220-020-1451	42 NATARUS	50.00
DURAN, FRANK G.	14-05-215-017-1011	48 SMITH	50.00
DURKACZ, EMILIA	12-24-424-037-1012	36 BANKS	50.00
DVORAK, ANN	9-36-425-050-1023	41 DOHERTY	50.00
DVORKINA, RAISA	17-10-200-065-1065	42 NATARUS	50.00
DYDUCH, DOROTHY & JOSEPH	13-28-121-033-0000	31 SUAREZ	50.00
DYREK, FRANCES	17-03-220-020-1342	42 NATARUS	50.00
DYRSSEN, MARGARET	14-08-203-001-0000	48 SMITH	50.00
EAGER, ALLEN	17-03-207-068-1064	42 NATARUS	50.00
EAGLE, WARREN E.	17-04-424-051-1413	42 NATARUS	50.00
EARDLEY, CATHERINE B.	17-03-114-003-1012	43 DALEY	50.00
EASTLINE, RICHARD	14-28-202-016-1062	44 TUNNEY	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
EATON, DONNA	17-03-222-018-0000	42 NATARUS	50.00
EBERSON, GERTRAUD	14-21-110-020-1024	46 SHILLER	50.00
EBNER, SYLVIA	10-36-100-015-1126	50 STONE	50.00
ECK, THERESA	14-08-310-024-0000	46 SHILLER	50.00
EDELMAN, HENRIETTA	10-36-100-018-1238	50 STONE	50.00
EDELSTEIN, IDA	10-36-100-015-1040	50 STONE	50.00
EDENS, WALTER	12-23-400-007-1010	36 BANKS	50.00
EDIDIN, JUDSON H.	14-28-206-005-1372	44 TUNNEY	50.00
EDINGTON, EDITH B.	20-34-207-012-0000	06 LYLE	50.00
EDLIS, ESTELLE	17-03-107-019-1042	43 DALEY	50.00
EDLIS, STEFAN T.	17-03-220-020-1141	42 NATARUS	50.00
EDMONDSON, ROY J.	20-25-209-004-0000	05 HAIRSTON	50.00
EDWARDS, AUDREY T.	9-36-109-033-1012	41 DOHERTY	50.00
EDWARDS, GLADYS	20-34-413-024-0000	06 LYLE	50.00
EGGLESTON, OPHELIA	20-11-206-058-0000	04 BRECKWINKLE	50.00
EHRLICH, DANUTA	17-04-208-031-1017	42 NATARUS	50.00
EHRLICH, JACK	17-03-202-063-1155	42 NATARUS	50.00
EHRLICH, RUTH	14-16-301-041-1016	46 SHILLER	50.00
EILAND, WILLIE L.	20-24-322-020-1007	05 HAIRSTON	50.00
EISEN, DAVID G.	14-08-203-001-0000	48 SMITH	50.00
EISENBERG, BENJAMIN	20-12-114-052-1053	05 HAIRSTON	50.00
EISENBERG, HAROLD	10-36-118-005-1130	50 STONE	50.00
EISENBERG, KARL S.	17-03-214-017-1007	42 NATARUS	50.00
EISENBERG, LEONARD J.	14-28-202-018-1039	44 TUNNEY	50.00
EISENSTADT, MILDRED L.	14-16-301-041-1001	46 SHILLER	50.00
EISENSTEIN, GERALD T.	14-28-318-077-1319	43 DALEY	50.00
EISENSTEIN, NORMAN	10-36-118-005-1235	50 STONE	50.00
ELBERT JOAN R.	14-05-407-016-1110	48 SMITH	50.00
ELENDT, LOIS E.	17-10-132-037-1660	42 NATARUS	50.00
ELSTON, ELSTON	14-08-203-001-0000	48 SMITH	50.00
EMDE, ETHEL L.	13-09-322-043-1006	45 LEVAR	50.00
EMERY, CORINNE M.	20-12-100-003-1532	04 BRECKWINKLE	50.00
EMERY, PETER A	14-05-403-021-1167	48 SMITH	50.00
EMMERICK, MARY B.	14-21-307-047-1151	44 TUNNEY	50.00
EMMERMAN, DOROTHY	10-36-119-003-1130	50 STONE	50.00
ENDO, DORIS	14-08-307-014-0000	46 SHILLER	50.00
ENGLANDER, HOWARD	17-10-401-005-1022	42 NATARUS	50.00
ENGLE, MARIE A.	17-10-400-012-1173	42 NATARUS	50.00
ENGLEHAUPT, DORTHY	14-21-106-017-0000	46 SHILLER	50.00
EPPLE, ELISABETH	14-28-207-004-1039	44 TUNNEY	50.00
EPSTEIN, HARRY	14-05-211-024-1092	48 SMITH	50.00
EPSTEIN, JOAN H.	17-03-201-076-1002	42 NATARUS	50.00
EPSTEIN, SIDNEY	17-03-103-024-0000	43 DALEY	50.00
EPTON, AUDREY	17-03-201-066-1029	42 NATARUS	50.00
ERDOES, ERVIN	14-21-106-030-1058	46 SHILLER	50.00
ERENBERG, SARA A.	10-36-100-018-1010	50 STONE	50.00
ERICKSON, IATSER C.	20-14-209-030-1002	05 HAIRSTON	50.00
ERICSON, MARGARET	17-04-207-086-1224	42 NATARUS	50.00
ERSKINE, PEGGY	13-02-300-008-1001	39 LAURINO	50.00
ERSLER, RUTH AMY	14-08-407-022-1167	48 SMITH	50.00
ESKO, IRWIN W.	17-04-208-029-1032	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
ETTWEIN, MANFRED	13-10-200-020-1005	39 LAURINO	50.00
EVANS, BARBARA J.	14-05-211-024-1021	48 SMITH	50.00
EVANS, MARY P.	13-31-107-024-1040	36 BANKS	50.00
EVANS, THOMAS	11-32-121-008-0000	49 MOORE	50.00
EVANS, WILLIAM	14-28-202-016-1023	44 TUNNEY	50.00
EVERHARD, MARIE	14-08-203-015-1070	48 SMITH	50.00
EVIA, ADELFA R.	13-02-300-009-1028	39 LAURINO	50.00
EWING, WYANCIE AND MYRTLE	20-34-413-024-0000	06 LYLE	50.00
FABRIZIO, GERALDINE	12-01-401-041-1002	41 DOHERTY	50.00
FACZEK, ROSEMARY T.	13-31-107-024-1077	36 BANKS	50.00
FALB, MARYANN D.	17-03-217-015-1027	42 NATARUS	50.00
FALBO, ROSE	17-03-103-028-1165	43 DALEY	50.00
FALDET, BURTON	17-04-208-029-1023	42 NATARUS	50.00
FANTL, M. ROBERT	17-03-222-015-0000	42 NATARUS	50.00
FANTUS, MAURICE	17-03-220-020-1323	42 NATARUS	50.00
FARIOLI, CHRISTINA M.	9-36-419-107-1014	41 DOHERTY	50.00
FARRIS, DORIS A.	14-28-202-017-1030	44 TUNNEY	50.00
FAULSTICH, THELMA J.	13-06-110-052-1040	41 DOHERTY	50.00
FAZIO, ANN	13-06-110-054-1039	41 DOHERTY	50.00
FEDOR, BARBARA D.	17-09-410-014-1668	42 NATARUS	50.00
FEDORCA, ANA	14-08-414-038-0000	46 SHILLER	50.00
FEIBER, NAN G.	17-03-207-068-1134	42 NATARUS	50.00
FEINHANDLER, HELEN W.	10-36-118-005-1170	50 STONE	50.00
FEIT, HELEN	10-31-417-050-1018	41 DOHERTY	50.00
FEITLER, JOAN	17-03-208-002-0000	42 NATARUS	50.00
FELDMAN, DOROTHY	14-05-203-011-1278	49 MOORE	50.00
FELDMAN, RUTH	17-03-200-066-1048	42 NATARUS	50.00
FELDSHER, KEYLA	14-20-214-018-0000	46 SHILLER	50.00
FELSKI, DOROTHY	13-16-114-045-1014	45 LEVAR	50.00
FENTERS, JAMES D.	17-10-401-005-1689	42 NATARUS	50.00
FERDINAND, BETTY L.	17-03-227-018-1017	42 NATARUS	50.00
FERGUSON, NADINE	17-04-424-051-1448	42 NATARUS	50.00
FERRIS, MARY C.	17-04-207-086-1196	42 NATARUS	50.00
FERRY, AUDREY	17-03-227-022-1195	42 NATARUS	50.00
FESSENDEN, JR., WILLARD B.	17-03-201-068-1023	42 NATARUS	50.00
FIDDLER, SALLY A.	14-05-407-016-1093	48 SMITH	50.00
FIDDLER, SYLVIA	10-36-120-003-1193	50 STONE	50.00
FIELDS, MADELEN	17-10-401-005-1639	42 NATARUS	50.00
FIELDS, NORMAN H.	14-28-200-004-1016	44 TUNNEY	50.00
FILMONCZYK, ELWIRA	13-31-124-049-1005	36 BANKS	50.00
FINE, S. RICHARD	17-04-210-031-1099	42 NATARUS	50.00
FINERMAN, ALICE F.	14-28-207-004-1160	44 TUNNEY	50.00
FINK, SHIELA G.	14-21-112-010-0000	46 SHILLER	50.00
FINKE, ROSALYN	14-05-407-015-1105	48 SMITH	50.00
FINNEGAN, ANNA	14-05-202-019-1001	49 MOORE	50.00
FIORAVANTI, JOSEPHINE	14-28-103-055-1042	44 TUNNEY	50.00
FIRLING, MARION R.	10-31-417-050-1014	41 DOHERTY	50.00
FIRSE, EDNA	14-16-301-041-1509	46 SHILLER	50.00
FISCHEL, MARILYN	14-28-206-005-1108	44 TUNNEY	50.00
FISH, NORMA T.	13-02-300-005-1016	39 LAURINO	50.00
FISHER, EUGENE	14-28-318-064-1446	43 DALEY	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
FISHER, GEORGIA V.	20-34-413-024-0000	06 LYLE	50.00
FISHER, JACK	10-36-207-001-0000	50 STONE	50.00
FISHER, LESTER	14-28-200-003-1128	44 TUNNEY	50.00
FISHER, ROYAL P.	17-10-214-016-1318	42 NATARUS	50.00
FISHMAN, LORRAINE	14-05-403-019-1118	48 SMITH	50.00
FITZSIMMONS, DIANE M.	14-08-203-001-0000	48 SMITH	50.00
FLACK, BENITA R.	17-03-202-065-1010	42 NATARUS	50.00
FLAME, MORRIS	12-12-202-085-1020	41 DOHERTY	50.00
FLAMM, LOLA	14-21-106-017-0000	46 SHILLER	50.00
FLODIN, WILLIAM L.	17-03-201-068-1036	42 NATARUS	50.00
FLORY, GRETA	17-03-201-069-1061	42 NATARUS	50.00
FLOYD, DORIS F.	20-24-322-020-1003	05 HAIRSTON	50.00
FLYER, JEANETTE	14-21-100-018-1191	46 SHILLER	50.00
FOGEL, DONALD	17-03-100-013-1046	43 DALEY	50.00
FOHRMAN, MARI C.	14-08-203-001-0000	48 SMITH	50.00
FONTAINE, KATHRYN J.	17-03-200-063-1121	42 NATARUS	50.00
FONTANA, MILDRED L.	12-23-426-035-1008	36 BANKS	50.00
FONTANO, CAMILLE	12-23-224-043-1005	36 BANKS	50.00
FORDE, WYONNE	14-05-215-015-1261	48 SMITH	50.00
FORTENBERRY, NOVA L.	25-18-319-036-1020	19 RUGAI	50.00
FOSTER, BLANCHE M.	17-09-410-014-1335	42 NATARUS	50.00
FOX, ALICE	14-21-101-034-1258	46 SHILLER	50.00
FOX, DAVID S.	14-28-322-038-1256	43 DALEY	50.00
FOX, HARRY	17-10-400-012-1453	42 NATARUS	50.00
FOX, JEANETTE	14-05-211-024-1117	48 SMITH	50.00
FOX, MATTHEW C.	17-03-112-022-1006	43 DALEY	50.00
FRANCESCHINI, ROSE	12-14-101-053-1018	36 BANKS	50.00
FRANCISCO, CLARA	13-08-313-019-1008	45 LEVAR	50.00
FRANCUZ, CHRISTINE	10-31-409-060-1027	41 DOHERTY	50.00
FRANDZEL, ENID D.	14-21-106-032-1047	46 SHILLER	50.00
FRANK, ANTOINETTE V.	13-07-113-045-1001	41 DOHERTY	50.00
FRANK, LILLIAN C	13-06-103-048-1003	41 DOHERTY	50.00
FRANK, LOIS A.	14-16-301-041-1574	46 SHILLER	50.00
FRANKE, RICHARD J.	17-03-208-002-0000	42 NATARUS	50.00
FRANZEN, FLORENCE	13-09-328-064-1007	45 LEVAR	50.00
FRAZIER, DOLORES T.	17-10-400-012-1605	42 NATARUS	50.00
FREDERICKSEN, SHIRLEY M	13-06-110-050-1037	41 DOHERTY	50.00
FREED, HOWARD J.	14-20-200-003-1143	44 TUNNEY	50.00
FREEDMAN, DOROTHY R.	20-14-112-002-0000	05 HAIRSTON	50.00
FREEMAN, LEONARD I.	14-16-301-041-1416	46 SHILLER	50.00
FREEMAN, LESLIE G.	20-13-102-029-1026	05 HAIRSTON	50.00
FREITAG, HOWARD C.	9-36-111-045-1008	41 DOHERTY	50.00
FRENCH, ELEANOR	14-05-211-024-1097	48 SMITH	50.00
FRENCH, JOAN	17-03-215-013-3333	42 NATARUS	50.00
FRIED, ADELAIDE	12-12-202-085-1021	41 DOHERTY	50.00
FRIED, SARAH W.	14-08-408-035-0000	48 SMITH	50.00
FRIEDLAND, SIDNEY	14-21-106-017-0000	46 SHILLER	50.00
FRIEDMAN, EILEEN R.	14-16-301-041-1185	46 SHILLER	50.00
FRIEDMAN, FLORENCE	14-05-403-022-1075	48 SMITH	50.00
FRIEDMAN, FRED F.	14-28-206-005-1364	44 TUNNEY	50.00
FRIEDMAN, IRYS	17-03-220-020-1022	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
FRIEDMAN, LILLIAN L.	14-05-407-017-1382	48 SMITH	50.00
FRIEDMAN, MARCIA F.	14-33-208-028-1115	43 DALEY	50.00
FRIEDMAN, MORRIS H.	14-08-203-015-1325	48 SMITH	50.00
FRIPT, ALICE	14-05-215-017-1089	48 SMITH	50.00
FROBERG, MARCELLA M.	13-08-428-041-1035	45 LEVAR	50.00
FROHMAN, LAWRENCE A.	17-03-108-016-1052	43 DALEY	50.00
FUCHSMANN, PRUDENCE	14-16-301-041-1235	46 SHILLER	50.00
FUERST, JEAN S.	20-12-114-054-1077	05 HAIRSTON	50.00
FUETTERER, GERTINA	14-08-403-028-1138	48 SMITH	50.00
FUHRER, RICHARD J.	14-21-306-038-1030	44 TUNNEY	50.00
FULLER, GLADYS D.	20-14-202-076-1190	05 HAIRSTON	50.00
FULMER, FREDERIC E.	17-10-200-068-1180	42 NATARUS	50.00
FULTON, ELIZABETH J.	17-10-400-012-1035	42 NATARUS	50.00
FUMAGALLI, CHARLES R.	17-09-410-014-1764	42 NATARUS	50.00
FUNCHES, GISELE	14-05-211-016-1003	48 SMITH	50.00
FUWA, MITSUO	14-28-318-064-1062	43 DALEY	50.00
GABAY, HARRIET K.	17-10-132-037-1534	42 NATARUS	50.00
GABRIEL, HARRY L.	14-05-202-019-1087	49 MOORE	50.00
GABRIEL, SPIROS G.	14-28-207-004-1291	44 TUNNEY	50.00
GABRIELSEN, JOHN	13-18-411-005-1022	38 ALLEN	50.00
GADDINI, ANNA	13-31-107-024-1098	36 BANKS	50.00
GADIEL, RENEE	14-28-203-028-1056	44 TUNNEY	50.00
GAEBE, JAMES R.	14-21-106-032-1027	46 SHILLER	50.00
GALELLA, BETTY R.	12-24-100-111-1017	36 BANKS	50.00
GALEY, DOLORES	19-08-427-011-1006	23 ZALEWSKI	50.00
GALINIS, JOHN W.	13-15-412-027-1023	39 LAURINO	50.00
GALLAGHER, EDWARD M	19-19-209-044-1002	23 ZALEWSKI	50.00
GALLAGHER, GERALD A.	14-08-203-015-1458	48 SMITH	50.00
GALLAGHER, JOHN H.	14-21-101-035-1002	46 SHILLER	50.00
GALLAGHER, VALERIE Z.	14-08-203-001-0000	48 SMITH	50.00
GALLO-SCHWARTZ, MARILYN	17-03-200-063-1004	42 NATARUS	50.00
GALLO, GENEVIEVE	17-10-400-012-1169	42 NATARUS	50.00
GALLO, GERTRUDE	19-27-401-038-1057	13 OLIVO	50.00
GALVIN, MARIE S.	14-08-203-017-1351	48 SMITH	50.00
GAMBELLI, GERALDINE	13-16-116-031-1017	45 LEVAR	50.00
GAMMINO, NANCY	13-08-213-066-1002	45 LEVAR	50.00
GANDER, MARY A.	10-36-206-040-0000	50 STONE	50.00
GANS, DOROTHY M.	20-13-102-029-1300	05 HAIRSTON	50.00
GARCIA, EMILIA I.	13-12-214-052-1058	40 O'CONNOR	50.00
GARCIA, LYDIA C.	14-06-219-013-0000	40 O'CONNOR	50.00
GARDNER, ANASTASIA	14-08-403-021-1127	48 SMITH	50.00
GARDNER, BERNICE	14-06-223-026-1032	40 O'CONNOR	50.00
GARDNER, CAROLE	17-03-222-015-0000	42 NATARUS	50.00
GARDNER, HOWARD	17-03-202-063-1051	42 NATARUS	50.00
GARDNER, MARY B.	17-03-215-013-1071	42 NATARUS	50.00
GARFIELD, SANDRA G.	14-08-203-016-1204	48 SMITH	50.00
GARFIN, MEYER	14-28-318-064-1106	43 DALEY	50.00
GARFUNKEL, DORIS	14-33-422-068-1122	43 DALEY	50.00
GARGIULO, ANTHONY M.	17-10-401-014-1255	42 NATARUS	50.00
GARMISA, ESTELLE	17-10-202-083-1001	42 NATARUS	50.00
GARMISA, JUNE	14-28-206-005-1235	44 TUNNEY	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
GAROFALO, JOHN A.	14-05-215-015-1129	48 SMITH	50.00
GARRIGAN, ANDREW P.	14-21-111-007-1289	46 SHILLER	50.00
GASERO, ROSEMARIE A.	9-36-111-045-1010	41 DOHERTY	50.00
GASINSKI, JEAN M.	12-11-310-071-1031	41 DOHERTY	50.00
GAST, ELFRIEDE	12-01-401-039-1013	41 DOHERTY	50.00
GAST, MARY F.	17-10-214-011-1535	42 NATARUS	50.00
GATTO, FRANK J.	19-19-214-018-1011	23 ZALEWSKI	50.00
GAUGER, CHARLES A.	13-19-431-034-1035	36 BANKS	50.00
GAUGER, WILLIAM N.	17-03-231-018-1099	42 NATARUS	50.00
GAUL, MARIANNE	14-21-101-035-1058	46 SHILLER	50.00
GAUSE, CORNELIUS G.	20-34-413-024-0000	06 LYLE	50.00
GAYLES, FLORENCE	20-34-413-024-0000	06 LYLE	50.00
GAYNOR, MALCOLM M.	17-03-208-002-0000	42 NATARUS	50.00
GEAITHER, BARBARA	20-14-202-076-1156	05 HAIRSTON	50.00
GEATER, FAYE J.	17-10-401-005-1501	42 NATARUS	50.00
GEBELE, RUTH L.	13-17-202-042-1003	45 LEVAR	50.00
GEFTMAN, MURIEL	14-21-110-020-1576	46 SHILLER	50.00
GEINISMAN, TAMARA	10-36-205-058-1003	50 STONE	50.00
GELLER, ROSE	12-11-116-030-1005	41 DOHERTY	50.00
GENESEN, LOUIS	17-03-214-014-1190	42 NATARUS	50.00
GENS, HENRY	12-23-224-043-1004	36 BANKS	50.00
GENUALDI, MARIE	14-08-408-029-0000	48 SMITH	50.00
GEOCARIS, NIKI	17-03-222-023-1105	42 NATARUS	50.00
GEOCARIS, OLGA	17-03-214-014-1124	42 NATARUS	50.00
GEORGES, SARI	14-05-211-024-1263	48 SMITH	50.00
GEORGIAN, CHARLES	10-36-120-003-1099	50 STONE	50.00
GERACI, DONALD G.	13-16-117-042-1003	45 LEVAR	50.00
GERBER, ANN R.	17-03-204-063-1145	42 NATARUS	50.00
GERBICH, DANIEL	17-04-216-064-1487	42 NATARUS	50.00
GERICK, WENDY	20-12-104-002-0000	04 PRECKWINKLE	50.00
GERLT, BERNICE	14-08-203-001-0000	48 SMITH	50.00
GERRANS, MARION E.	17-04-210-027-1025	42 NATARUS	50.00
GERTZ, FRANCES	14-28-200-004-1030	44 TUNNEY	50.00
GERTZ, HERBERT	17-03-215-013-1347	42 NATARUS	50.00
GETHNER, SONIA G.	17-03-201-076-1048	42 NATARUS	50.00
GHOLSON, ARLETTA D.	20-12-100-003-1322	04 PRECKWINKLE	50.00
GIAMARUSTI, JOSEPH J	12-23-224-043-1007	36 BANKS	50.00
GIAMBRONE, ANNA M	12-11-116-030-1035	41 DOHERTY	50.00
GIANNAKAKOS, PETER	13-12-231-046-0000	40 O'CONNOR	50.00
GIBBS, BARRY A.	14-08-403-028-1161	48 SMITH	50.00
GIBSON, GERALD J.	13-06-110-052-1023	41 DOHERTY	50.00
GIERKE, SANDRA J.	13-02-300-009-1037	39 LAURINO	50.00
GILBERT, BETTY	14-08-203-016-1038	48 SMITH	50.00
GILBERT, MARIE A.	17-03-200-063-1015	42 NATARUS	50.00
GILL, LEONORE A.	20-13-102-029-1347	05 HAIRSTON	50.00
GILLETTE, SARAH L.	17-10-122-022-1302	42 NATARUS	50.00
GINSBERG, SEYMOUR	17-03-211-030-1050	42 NATARUS	50.00
GINTHER, MARY	17-04-424-051-1558	42 NATARUS	50.00
GLANZ, LENORE M.	14-21-111-007-1059	46 SHILLER	50.00
GLASELL, DON L.	17-04-216-064-1046	42 NATARUS	50.00
GLASSCOCK, ROBERT C.	14-05-211-023-1133	48 SMITH	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
GLASSER, CLAIRE L.	14-16-301-041-1844	46 SHILLER	50.00
GLASSNER, ADELE	14-05-211-024-1257	48 SMITH	50.00
GLICK, GOLDIE S.	17-10-401-005-1729	42 NATARUS	50.00
GLICK, ROBERT R.	17-03-204-064-1002	42 NATARUS	50.00
GLICKMAN, LESLIE M.	7-03-107-019-1036	43 DALEY	50.00
GLOBIS, WALTER P.	14-28-200-003-1048	44 TUNNEY	50.00
GLOW, EUGENIA B.	13-15-411-028-1018	39 LAURINO	50.00
GLOZERIS, FRANK L.	12-11-102-068-1007	41 DOHERTY	50.00
GODEK, SOPHIE	19-23-308-041-1005	13 OLIVO	50.00
GODEMANN, LOUISE M.	13-06-110-050-1018	41 DOHERTY	50.00
GODFREY, ERMA	20-34-413-024-0000	06 LYLE	50.00
GODFREY, RICHARD T.	17-09-410-014-1660	42 NATARUS	50.00
GODMAN, FILLAT	12-12-202-085-1016	41 DOHERTY	50.00
GODULA, HELEN	19-34-215-086-1010	13 OLIVO	50.00
GOEBEL, MARYETTE M.	14-21-111-007-1186	46 SHILLER	50.00
GOETTSCH, CARLYN E.	17-03-204-063-1071	42 NATARUS	50.00
GOFF, DOROTHY W.	17-10-400-012-1741	42 NATARUS	50.00
GOGGIN, VIRGINIA A.	13-31-107-024-1079	36 BANKS	50.00
GOLAN, JOSEPH	17-09-410-014-1211	42 NATARUS	50.00
GOLBUS, ADA F.	11-29-110-008-0000	49 MOORE	50.00
GOLBUS, DELLA	14-05-407-017-1227	48 SMITH	50.00
GOLD, JACK	14-28-206-005-1330	44 TUNNEY	50.00
GOLD, JEROME J.	17-04-424-051-1554	42 NATARUS	50.00
GOLD, JERRY	17-03-220-020-1370	42 NATARUS	50.00
GOLD, MYRA F.	17-04-209-043-1148	42 NATARUS	50.00
GOLDBERG, DONNA	14-05-203-012-1021	49 MOORE	50.00
GOLDBERG, HAROLD	13-16-117-042-1009	45 LEVAR	50.00
GOLDBERG, LEAH	20-13-102-029-1259	05 HAIRSTON	50.00
GOLDBERG, LORRAINE H.	14-16-304-039-1233	46 SHILLER	50.00
GOLDBERG, MIMI L.	17-04-222-062-1312	42 NATARUS	50.00
GOLDBERG, MITZI	14-05-202-019-1064	49 MOORE	50.00
GOLDBLATT, BERNICE	17-03-202-061-1103	42 NATARUS	50.00
GOLDEN, GLORIA	17-03-202-063-1022	42 NATARUS	50.00
GOLDENBERG, LARRY	17-03-103-028-1142	43 DALEY	50.00
GOLDFARB, IRENE	14-21-100-018-1207	46 SHILLER	50.00
GOLDIN, LILLIAN G.	10-36-118-005-1216	50 STONE	50.00
GOLDMAN, STANLEY M.	14-08-203-001-0000	48 SMITH	50.00
GOLDSHER, MARVIN	14-05-407-015-1080	48 SMITH	50.00
GOLDSMITH, JOAN R.	17-04-207-086-1026	42 NATARUS	50.00
GOLDSTEIN, JACOB	14-21-314-048-1014	44 TUNNEY	50.00
GOLDSTEIN, SHANEY L.	10-36-118-005-1042	50 STONE	50.00
GOLDSTEIN, SYLVIA	17-03-207-061-1076	42 NATARUS	50.00
GOLDSTONE, ADRIENNE J.	14-21-305-030-1055	46 SHILLER	50.00
GOLIN, MILTON	17-10-208-013-1077	42 NATARUS	50.00
GOLOFF, JEANETTE	14-05-211-024-1066	48 SMITH	50.00
GOLSEN, DOROTHY	14-08-413-040-1038	48 SMITH	50.00
GOMBERG, MICHAEL J.	14-08-408-035-0000	48 SMITH	50.00
GONSKY, MARILYN	10-36-206-040-0000	50 STONE	50.00
GONZALES, JUANA L.	13-31-107-024-1123	36 BANKS	50.00
GOODMAN, MARIE	17-03-201-069-1002	42 NATARUS	50.00
GOODMAN, MINNETTE	14-05-210-024-1081	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
GOODMAN, PHILIP	14-05-407-017-1508	48 SMITH	50.00
GOODMAN, ROBERT L.	17-10-400-012-1646	42 NATARUS	50.00
GOOS, LOUISE E.	13-15-412-026-1002	39 LAURINO	50.00
GORCZYA, VIRGINIA	13-16-100-026-1001	45 LEVAR	50.00
GORDON, CLARENCE	20-34-413-024-0000	06 LYLE	50.00
GORDON, EDWARD	20-23-419-025-0000	05 HAIRSTON	50.00
GORDON, HAROLD N.	17-03-222-023-1278	42 NATARUS	50.00
GORDON, PEARL	17-10-401-014-1113	42 NATARUS	50.00
GORE, NADINE	14-05-407-015-1011	48 SMITH	50.00
GORECKI, TRUDY L.	14-16-304-039-1105	46 SHILLER	50.00
GOUNTANIS, TED	14-08-403-028-1274	48 SMITH	50.00
GOVEDARICA, VIOLET	10-31-306-021-1019	41 DOHERTY	50.00
GRACE, MARILYN R.	17-10-401-005-1145	42 NATARUS	50.00
GRADERT, MARY	14-21-111-007-1066	46 SHILLER	50.00
GRADY, JOHN M.	20-14-223-032-0000	05 HAIRSTON	50.00
GRALAK, MARIE	13-17-107-194-1024	38 ALLEN	50.00
GRANBERG, ROY C.	14-21-111-007-1071	46 SHILLER	50.00
GRANT, JEAN M.	20-14-203-044-1008	05 HAIRSTON	50.00
GRASSI, JOSEPH X.	17-10-401-005-1192	42 NATARUS	50.00
GRAU, PEARL	14-16-301-041-1227	46 SHILLER	50.00
GRAVA, AUDREY F.	17-09-410-014-1866	42 NATARUS	50.00
GRAVEN, JOHN	14-28-207-004-1136	44 TUNNEY	50.00
GRAVER, HARRY	10-36-119-003-1109	50 STONE	50.00
GRAY, MARY	14-05-211-023-1114	48 SMITH	50.00
GRAY, MARY D.	14-28-207-004-1129	44 TUNNEY	50.00
GREABE, RAYMOND R.	17-03-208-021-1046	42 NATARUS	50.00
GRECO, DOROTHY M.	14-05-210-024-1005	48 SMITH	50.00
GRECO, RUSSELL T.	9-36-111-045-1016	41 DOHERTY	50.00
GREEN, ALLEN J.	17-10-401-014-1335	42 NATARUS	50.00
GREEN, DOROTHY A.	14-05-215-015-1191	48 SMITH	50.00
GREEN, L.M.	20-34-413-024-0000	06 LYLE	50.00
GREEN, ROSA L.	20-24-419-018-1005	05 HAIRSTON	50.00
GREENAN, KATHLEEN M.	17-03-200-063-1142	42 NATARUS	50.00
GREENBERG, ETHEL	10-36-119-003-1013	50 STONE	50.00
GREENBERG, JEAN	17-04-424-051-1028	42 NATARUS	50.00
GREENBERG, ROY	14-21-111-007-1561	46 SHILLER	50.00
GREENE, RUTH	14-21-306-038-1003	44 TUNNEY	50.00
GREENFIELD, MARLENE R.	14-08-203-015-1305	48 SMITH	50.00
GREENFIELD, PAUL	17-03-222-018-0000	42 NATARUS	50.00
GREENSPAN, MARY	14-05-230-011-1029	49 MOORE	50.00
GREENWALD, HARRY R.	14-28-203-027-1042	44 TUNNEY	50.00
GREGOR, DEMETRA	14-21-101-035-1032	46 SHILLER	50.00
GRESSEL, BETTY	10-36-100-015-1178	50 STONE	50.00
GRIESMANN, SUE MARIE	13-08-313-019-1006	45 LEVAR	50.00
GRIGGS, DOROTHY C.	13-12-222-063-1004	40 O'CONNOR	50.00
GRINKER, ROY	17-03-221-004-0000	42 NATARUS	50.00
GRISWOLD, GENEVA K.	20-23-125-005-0000	05 HAIRSTON	50.00
GROBAREK, RUTH M.	19-23-308-041-1003	13 OLIVO	50.00
GROELL, BLANCHE	14-21-110-020-1509	46 SHILLER	50.00
GRONEMEYER, LOUISE	13-01-114-035-1008	50 STONE	50.00
GRONWOLD, PARKER B.	17-10-400-012-1111	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
GROS, WILLIAM K.	14-08-203-001-0000	48 SMITH	50.00
GRUBERT, VICTOR P.	14-08-203-016-1275	48 SMITH	50.00
GRUBMAN, EILEEN	14-05-407-015-1008	48 SMITH	50.00
GRUNWALD, JOSEPH A.	14-16-304-039-1181	46 SHILLER	50.00
GRYGORCEWICZ, MICHAEL	19-27-401-038-1070	13 OLIVO	50.00
GRZAS, MIROSLAWA	12-11-115-021-1025	41 DOHERTY	50.00
GUALANO, ANTOINETTE M.	13-08-420-038-1009	45 LEVAR	50.00
GUCWA, AUDREY H.	13-06-110-051-1014	41 DOHERTY	50.00
GUDANIEC, ALEX	13-18-409-069-1188	38 ALLEN	50.00
GUGLIUZZA, PHILLIP C.	13-02-300-009-1016	39 LAURINO	50.00
GUIA, VIORICA	13-16-115-042-1006	45 LEVAR	50.00
GUIDA, JOSEPH C.	9-36-419-108-1016	41 DOHERTY	50.00
GUINNESS, ELIZABETH J.	14-08-408-029-0000	48 SMITH	50.00
GUNDERSEN, ROY M.	14-05-403-022-1052	48 SMITH	50.00
GUNN, ANNE	14-08-203-015-1180	48 SMITH	50.00
GUNNING, JR., G. J.	14-05-407-017-1384	48 SMITH	50.00
GUNZBURG, SHIRLEY W.	17-10-202-063-1054	42 NATARUS	50.00
GUTCHMAN, GLORIA	13-16-117-045-1044	45 LEVAR	50.00
GUTERBOCK, FRANCES	20-14-223-032-0000	05 HAIRSTON	50.00
GUTIERREZ-ABRAHAM, D.	14-08-203-015-1289	48 SMITH	50.00
GUTMAN, LUCILLE	17-10-200-068-1010	42 NATARUS	50.00
GUTOWSKI, KAZIMIERZ	12-14-112-025-1042	36 BANKS	50.00
GUTTMAN, VERA	14-21-110-020-1387	46 SHILLER	50.00
GUY, EUGENE	20-34-413-024-0000	06 LYLE	50.00
GUYE, CLASSIE M.	20-24-419-018-1022	05 HAIRSTON	50.00
GUZEVICH, BERTA	14-20-214-018-0000	46 SHILLER	50.00
GUZY, JOSEPHINE & JOZEF	19-08-427-011-1005	23 ZALEWSKI	50.00
HAAS, LOIS	17-10-318-031-1104	42 NATARUS	50.00
HAAS, SHIRLEY	14-28-206-005-1269	44 TUNNEY	50.00
HABER, NORMA	11-32-111-014-0000	49 MOORE	50.00
HACKETT, MERILYN M.	14-33-409-024-1135	43 DALEY	50.00
HAGEN, DOROTHY J.	17-03-200-063-1038	42 NATARUS	50.00
HAGLUND, NELS B.	14-06-214-017-0000	40 O'CONNOR	50.00
HAHN, LILA A.	65-48-732-168-1573	42 NATARUS	50.00
HAHN, MICHAEL	9-36-419-108-1001	41 DOHERTY	50.00
HAHN, MYLES JR.	14-05-403-022-1068	48 SMITH	50.00
HAJDST, JOSEPH	14-28-327-038-1205	43 DALEY	50.00
HAKMAN, JACK P.	17-03-201-068-1027	42 NATARUS	50.00
HALERZ, MARY LOU	19-18-302-074-1020	23 ZALEWSKI	50.00
HALICK, RICHARD E.	10-31-208-046-1008	41 DOHERTY	50.00
HALLBERG, KAREN	14-05-215-017-1231	48 SMITH	50.00
HALUPNICZAK, CECILIA P.	9-36-108-059-1011	41 DOHERTY	50.00
HAMILTON, BETTY M.	14-21-101-035-1170	46 SHILLER	50.00
HAMILTON, FLORENCE	13-02-300-006-1012	39 LAURINO	50.00
HAMILTON, KATHERINE	20-21-426-046-0000	06 LYLE	50.00
HAMPTON, JOAN B.	17-03-222-015-0000	42 NATARUS	50.00
HAMPTON, ROBERT W.	17-10-400-012-1462	42 NATARUS	50.00
HAND, OSCAR	20-34-216-041-1008	06 LYLE	50.00
HANDELMAN, MARIAN	17-10-318-031-1041	42 NATARUS	50.00
HANDMAN, MORRIS	17-10-400-012-1837	42 NATARUS	50.00
HANDZEL, FLORENCE	10-36-118-005-1107	50 STONE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
HANES, GEORGIA P.	17-10-401-005-1103	42 NATARUS	50.00
HANNA, BETTY J.	17-04-424-051-1378	42 NATARUS	50.00
HANNA, JULIETTE	20-13-102-029-1018	05 HAIRSTON	50.00
HANNEMA, PHILIP	17-04-209-043-1147	42 NATARUS	50.00
HANSEN, GRACE	14-08-203-016-1441	48 SMITH	50.00
HANSEN, KENNETH B	9-36-400-031-1001	41 DOHERTY	50.00
HANSEN, ROBERT W.	20-13-102-029-1242	05 HAIRSTON	50.00
HAPNER, RUTH J.	17-03-215-013-1336	42 NATARUS	50.00
HARALAMPOPOULOS, GEORGE	13-12-114-067-1001	40 O'CONNOR	50.00
HARDERS, MARIANNE	17-04-216-064-1007	42 NATARUS	50.00
HARDING, JACQUELINE C.	14-08-203-001-0000	48 SMITH	50.00
HARDING, MARION K.	20-13-102-029-1069	05 HAIRSTON	50.00
HARELIK, JUDITH H.	14-08-203-015-1358	48 SMITH	50.00
HARPER, ALICE H.	17-10-400-012-1025	42 NATARUS	50.00
HARRIGAN, DONNA R.	17-10-401-005-1564	42 NATARUS	50.00
HARRIS, ADRIENNE	20-24-419-018-1021	05 HAIRSTON	50.00
HARRIS, ELAINE	14-21-106-017-0000	46 SHILLER	50.00
HARRIS, IRIS D.	13-15-411-025-1001	39 LAURINO	50.00
HARRIS, JOAN W.	17-03-208-005-0000	42 NATARUS	50.00
HARRIS, LILYAN	14-05-211-021-1063	48 SMITH	50.00
HARRIS, MARVIN V.	17-03-226-065-1245	42 NATARUS	50.00
HARRISON, ETHEL	17-03-202-063-1131	42 NATARUS	50.00
HARRISON, LEO M.	17-03-204-063-1105	42 NATARUS	50.00
HARRISON, MARY K.	14-05-407-017-1058	48 SMITH	50.00
HART, RITA K.	14-08-203-001-0000	48 SMITH	50.00
HARTLE, ELLEN MARY	17-09-410-014-1662	42 NATARUS	50.00
HARTMAN, MARILYN L.	17-04-216-064-1484	42 NATARUS	50.00
HARTZEN, SHERRY R.	14-06-212-006-0000	40 O'CONNOR	50.00
HARVEY, EVELYN L.	17-10-400-012-1132	42 NATARUS	50.00
HATCH, E. CONSTANCE	20-13-102-029-1219	05 HAIRSTON	50.00
HATZIS, PETE	13-12-223-039-0000	40 O'CONNOR	50.00
HAUSER, MARY	17-03-101-027-1030	43 DALEY	50.00
HAUSMAN JR., ARTHUR J.	14-08-203-001-0000	48 SMITH	50.00
HAWKINS, DOROTHY A.	14-08-407-022-1197	48 SMITH	50.00
HAWORTH, RALPH A.	14-28-202-017-1087	44 TUNNEY	50.00
HAYASHI, JAMES A.	20-13-103-007-0000	05 HAIRSTON	50.00
HAYDEN, BEVERLY R.	14-16-301-041-1035	46 SHILLER	50.00
HAYES, ROBERT E.	14-05-215-015-1346	48 SMITH	50.00
HEARNS, CLEOPATRA E.	20-34-413-024-0000	06 LYLE	50.00
HEFFERNAN, KATHERINE E.	14-05-215-017-1478	48 SMITH	50.00
HEFT, THERESIA	14-08-203-016-1122	48 SMITH	50.00
HEFTER, TERESE R.	14-05-215-113-1139	48 SMITH	50.00
HEILIZER, FRED	14-16-304-039-1101	46 SHILLER	50.00
HEIM, SYLVIA C.	17-03-221-004-0000	42 NATARUS	50.00
HEIMAN, ROBERT S.	17-04-208-029-1039	42 NATARUS	50.00
HEITZ, VIRGINIA J.	12-14-101-053-1009	36 BANKS	50.00
HEKMAN, PAUL A.	17-10-401-005-1277	42 NATARUS	50.00
HELLERMAN, DON V.	17-10-202-083-1063	42 NATARUS	50.00
HELMICK, DOLORES M.	13-31-115-024-1010	36 BANKS	50.00
HELY, DORTHEA	14-21-101-035-1059	46 SHILLER	50.00
HEMMINGS, FLORINE S.	14-05-215-015-1298	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
HENDERSON, CELESTINE	20-34-413-024-0000	06 LYLE	50.00
HENDERSON, RALPH E.	14-06-214-017-0000	40 O'CONNOR	50.00
HENDERSON, RANDOLPH	20-34-413-024-9999	06 LYLE	50.00
HENE, HARRIETT	14-21-314-053-1034	44 TUNNEY	50.00
HENIKOFF, SYLVIA	14-28-207-004-1017	44 TUNNEY	50.00
HENNING, DOLORES	17-03-222-023-1280	42 NATARUS	50.00
HENRY-ESTABROOK, MARY V.	17-10-401-005-1394	42 NATARUS	50.00
HENRY, DOROTHY A.	14-28-201-015-1025	44 TUNNEY	50.00
HENRY, GRACE	17-10-401-005-1646	42 NATARUS	50.00
HENSEL, NANCY F.	17-10-200-065-1180	42 NATARUS	50.00
HERDZINA, DOROTHY M.	9-36-419-104-1022	41 DOHERTY	50.00
HERHOLD, CAROLE	17-04-207-086-1436	42 NATARUS	50.00
HERMANN, ANNA C.	13-16-116-030-1001	45 LEVAR	50.00
HERMER, DERLENE	14-05-203-011-1229	49 MOORE	50.00
HERRERA, BERT L.	14-16-304-039-1134	46 SHILLER	50.00
HERRING, ROBERTA K.	14-21-301-007-0000	46 SHILLER	50.00
HERRMANN, BEATRICE E.	14-05-211-016-1050	48 SMITH	50.00
HERSH, JEROME I.	17-03-214-014-1111	42 NATARUS	50.00
HERSON, HELENE	14-21-110-020-1328	46 SHILLER	50.00
HERZ, MARGOT	10-36-120-003-1025	50 STONE	50.00
HERZER, RUTH A	12-11-121-037-1003	41 DOHERTY	50.00
HERZOG, FRED F.	14-05-211-021-1088	48 SMITH	50.00
HESOTIAN, IDA C.	13-16-117-045-1013	45 LEVAR	50.00
HESS, SIDNEY	17-03-202-061-1037	42 NATARUS	50.00
HESSELBERG, SHIRLEY	10-36-118-005-1009	50 STONE	50.00
HEUERMAN, DONALD	14-28-202-017-1102	44 TUNNEY	50.00
HEWITT, DOLORES	17-03-215-013-1197	42 NATARUS	50.00
HEYDEMANN, ALICE	20-12-114-054-1076	05 HAIRSTON	50.00
HEYER, ASTRID	14-08-203-016-1234	48 SMITH	50.00
HEYKA, MARTA	12-12-202-084-1014	41 DOHERTY	50.00
HIBBEN, ROBERT D.	17-04-210-027-1053	42 NATARUS	50.00
HICKEY, GERALD C.	17-04-209-043-1146	42 NATARUS	50.00
HICKEY, PARTICIA	19-21-102-030-0000	13 OLIVO	50.00
HICKSON, GLORIA	13-18-409-069-1089	38 ALLEN	50.00
HIDVEGI, ALFRED J.	14-08-203-001-0000	48 SMITH	50.00
HIGA, LARRY	14-28-207-004-1459	44 TUNNEY	50.00
HIGGINS, CHARNA P.	14-08-408-029-0000	48 SMITH	50.00
HILAND, CHARLENE E.	17-04-222-002-1268	42 NATARUS	50.00
HILKIN, CAROLE W.	14-08-203-001-0000	48 SMITH	50.00
HILL, CHARLES M.	17-10-401-005-1397	42 NATARUS	50.00
HILL, DOROTHEA	17-10-214-011-1424	42 NATARUS	50.00
HILLIGOSS, MARLENE	14-08-203-001-0000	48 SMITH	50.00
HIMMEL, LUCILLE	17-03-202-061-1094	42 NATARUS	50.00
HIMMEL, MAGGIE	17-04-211-033-1055	42 NATARUS	50.00
HINES, JOAN	14-05-203-011-1305	49 MOORE	50.00
HIRSCH, ARLENE GLORIA	14-05-203-012-1113	49 MOORE	50.00
HIRSCH, EDITH	14-21-110-020-1322	46 SHILLER	50.00
HIRSCH, JOHN B.	14-33-201-017-1009	43 DALEY	50.00
HIRSCHBERG, SONYA	20-12-108-039-1070	04 PRECKWINKLE	50.00
HIRSH, GEORGE D.	17-03-220-020-1626	42 NATARUS	50.00
HLAVATY, JOSEPH & ROSINA	13-08-125-046-1003	45 LEVAR	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
HODGES, ROBERT D.	13-23-113-030-1010	39 LAURINO	50.00
HODD, RUTH L.	20-34-413-024-0000	06 LYLE	50.00
HOEHN, GERALD L.	17-04-422-027-1002	42 NATARUS	50.00
HOFBAUER, LAVERNE M.	14-08-403-028-1078	48 SMITH	50.00
HOFFMAN, ANNE L.	9-36-425-050-1011	41 DOHERTY	50.00
HOFFMAN, CATHERINE R.	9-36-108-056-1005	41 DOHERTY	50.00
HOFFMAN, HAROLD L.	14-05-403-019-1062	48 SMITH	50.00
HOFFMANN, FRANCES C.	14-08-203-015-1245	48 SMITH	50.00
HOFMANN, MARIE-THERESE B.	14-05-215-017-1351	48 SMITH	50.00
HOGAN, KATHLEEN M.	17-10-203-027-1040	42 NATARUS	50.00
HOGEORGES, WILLIAM	17-09-410-014-1176	42 NATARUS	50.00
HOKENSON, FLORENCE	9-36-108-059-1012	41 DOHERTY	50.00
HOLDERBAUM, MARION A.	13-15-404-038-1007	39 LAURINO	50.00
HOLLAND, WILLIAM S.	10-36-400-040-0000	50 STONE	50.00
HOLLANDER, MARSHALL	17-03-214-014-1128	42 NATARUS	50.00
HOLLEMANS, WILLIAM C.	17-10-214-011-1744	42 NATARUS	50.00
HOLMES, WALTER E.	17-10-400-012-1677	42 NATARUS	50.00
HOLSTEIN, WILLIAM	14-05-403-021-1166	48 SMITH	50.00
HOLTZMAN, OSCAR	14-21-307-047-1212	44 TUNNEY	50.00
HOLZMAN, BERNARD S.	17-04-207-087-1515	42 NATARUS	50.00
HOMER, SHIRLEY J.	17-10-400-012-1461	42 NATARUS	50.00
HOPKINS, JOHN W.	14-16-301-039-1169	46 SHILLER	50.00
HOPPE, AUDREY L.	17-10-122-022-1234	42 NATARUS	50.00
HORNER, MARGARET	11-30-307-097-0000	49 MOORE	50.00
HOROCZI, MARIA	14-06-120-005-1021	40 O'CONNOR	50.00
HORVATH, THERESA M.	11-31-114-022-1014	50 STONE	50.00
HORWICH, FRANKLIN	17-03-202-061-1117	42 NATARUS	50.00
HORWICH, PAULINE	14-08-203-016-1273	48 SMITH	50.00
HORWITZ, MARIAN G.	14-21-110-020-1128	46 SHILLER	50.00
HORWITZ, REVA	20-12-108-039-1098	04 BRECKINKLE	50.00
HORWITZ, SANFORD J.	14-05-211-016-1066	48 SMITH	50.00
HOSEK, EDWARD F.	17-10-400-012-1861	42 NATARUS	50.00
HOSKINS, JOANNE M.	14-08-408-029-0000	48 SMITH	50.00
HOYLE, SUSAN J.	14-21-314-046-1040	44 TUNNEY	50.00
HUANG, MARIE K.	17-10-401-005-1146	42 NATARUS	50.00
HUBICK, ARNOLD N.	14-05-215-017-1493	48 SMITH	50.00
HUGHES, JOYCE H.	14-16-305-021-1001	46 SHILLER	50.00
HUGHES, MARGARET	17-03-215-013-1198	42 NATARUS	50.00
HUME, PATRICIA	20-14-112-001-0000	05 HAIRSTON	50.00
HUMEL, BARBARA	13-16-117-045-1022	45 LEVAR	50.00
HUMMER, WILLIAM B.	17-10-202-063-1082	42 NATARUS	50.00
HUNT, EUGENE	17-10-400-012-1944	42 NATARUS	50.00
HUNTER, ELAINE A.	17-10-400-012-1046	42 NATARUS	50.00
HUNTER, VIRGINIA R.	17-10-200-065-1271	42 NATARUS	50.00
HURCKES, MARY LOUISE	14-33-202-013-0000	43 DALEY	50.00
HURLEY, CHARI	14-28-202-017-1101	44 TUNNEY	50.00
HURM, JOHN	14-21-301-002-0000	46 SHILLER	50.00
HURST, SALLY P.	17-10-202-063-1051	42 NATARUS	50.00
HUYBRECHT, CAROLE	12-11-121-035-1018	41 DOHERTY	50.00
HYDE, DAVID	20-23-124-019-0000	05 HAIRSTON	50.00
HYMAN, BETTE Z.	14-28-207-004-1135	44 TUNNEY	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
HYMAN, ERWIN	14-28-200-004-1171	44 TUNNEY	50.00
HYMAN, IRVING M.	17-10-202-085-1099	42 NATARUS	50.00
HYMAN, PHILIP	14-21-110-020-1122	46 SHILLER	50.00
IANNITELLO, ROSARIO	14-05-407-015-1020	48 SMITH	50.00
IGELMAN, MORTON	14-28-322-038-1158	43 DALEY	50.00
IKANOVIC, DZEMAL	14-08-414-038-0000	46 SHILLER	50.00
IM, WON S.	14-08-203-017-1215	48 SMITH	50.00
IMBURGIA, ANTHONY	17-03-225-078-1391	42 NATARUS	50.00
INCLAN, MARIA D.	14-06-219-013-0000	40 O'CONNOR	50.00
INGWER, LEO J.	20-12-108-039-1148	04 BRECKWINKLE	50.00
IONNITESCU, GHEORGHE	14-08-408-035-0000	48 SMITH	50.00
IRELAND, LILY	17-10-214-011-1174	42 NATARUS	50.00
IRGANG, MARILYNNE B.	17-04-211-034-1051	42 NATARUS	50.00
IRMEN, PAUL T.	13-02-434-030-1009	39 LAURINO	50.00
IRVINE, RIXON A.	17-03-231-018-1042	42 NATARUS	50.00
IRWIN, DOROTHY A.	17-03-208-021-1082	42 NATARUS	50.00
IRWIN, LOUETTA	14-21-110-020-1304	46 SHILLER	50.00
ISAAC, GEORGE W.	9-36-425-050-1012	41 DOHERTY	50.00
ISAACSON, JUNE	17-03-222-015-0000	42 NATARUS	50.00
ISHIDA, JULIUS J.	14-05-403-022-1053	48 SMITH	50.00
ISHIZU, SHIGEKO	14-28-318-064-1095	43 DALEY	50.00
ISHOO, YOUASH	13-12-222-062-1003	40 O'CONNOR	50.00
ISLINGER, CLARENCE	17-10-214-011-1820	42 NATARUS	50.00
IVES, MARTIN A.	12-11-115-021-1001	41 DOHERTY	50.00
IVICEK, JOHN R.	17-04-222-062-1265	42 NATARUS	50.00
IVINS, MARY F.	17-10-400-012-1655	42 NATARUS	50.00
IWAGAMI, MYRA	20-13-103-009-0000	05 HAIRSTON	50.00
JACK, MARION S.	14-08-203-016-1358	48 SMITH	50.00
JACKER, LISETTE	17-03-220-020-1042	42 NATARUS	50.00
JACKSON, CLARA W.	20-12-100-003-1065	04 BRECKWINKLE	50.00
JACKSON, MISSOURI H.	20-34-413-024-0000	06 LYLE	50.00
JACOBS, FRANCES	14-05-403-019-1001	48 SMITH	50.00
JACOBS, JOAN H.	17-03-227-022-1052	42 NATARUS	50.00
JACOBS, TERRI C.	17-03-105-011-0000	43 DALEY	50.00
JACOBSEN, AGNES E.	17-03-101-029-1134	43 DALEY	50.00
JACOBSOHN, SANDRA L.	20-13-102-029-1110	05 HAIRSTON	50.00
JACOBSON, SALLY	14-28-207-004-1475	44 TUNNEY	50.00
JACOBSON, VERA D.	14-21-111-007-1167	46 SHILLER	50.00
JAFFE, SAM D.	14-05-215-017-1166	48 SMITH	50.00
JAGIELLO, JEANETTE J.	10-31-306-020-0000	41 DOHERTY	50.00
JAMIRO, GLORIA D.	14-21-101-035-1171	46 SHILLER	50.00
JANKOVIC, MIROSLAVA	14-05-215-017-1345	48 SMITH	50.00
JANN, GLORIA	13-16-114-045-1036	45 LEVAR	50.00
JANOWITZ, GAYLE	20-14-203-044-1005	05 HAIRSTON	50.00
JANUS, DOROTHY L.	13-07-113-045-1002	41 DOHERTY	50.00
JARCHOW, LAWRENCE E.	14-05-211-016-1091	48 SMITH	50.00
JASINSKI, PERIHAN	17-04-424-051-1210	42 NATARUS	50.00
JEDRASEK, VICTORIA L.	13-16-122-043-1001	45 LEVAR	50.00
JEDYNAK, WIKTORIA	13-15-411-027-1018	39 LAURINO	50.00
JEFFERSON, HATTIE	20-11-206-058-0000	04 BRECKWINKLE	50.00
JELDERKS, ROSALIE A.	19-19-209-047-1002	23 ZALEWSKI	50.00

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SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
JENSEN, MARIAN R.	13-10-200-024-1063	39 LAURINO	50.00
JERCINOVIC, SVETLANA	17-10-214-016-1434	42 NATARUS	50.00
JESCHKE, RITA A.	13-16-116-030-1005	45 LEVAR	50.00
JEWETT, JULIA T.	12-24-100-111-1032	36 BANKS	50.00
JOFFE, JO C.	14-16-302-031-1002	46 SHILLER	50.00
JOFFE, MINNIE	11-31-121-024-1003	50 STONE	50.00
JOHNS, EUGENIA F.	14-28-202-017-1055	44 TUNNEY	50.00
JOHNSEN, RENA	12-14-112-025-1106	36 BANKS	50.00
JOHNSON, BRIAN P.	14-08-203-001-0000	48 SMITH	50.00
JOHNSON, CAROL B.	17-03-102-042-1094	43 DALEY	50.00
JOHNSON, DORIS I.	14-05-407-017-1342	48 SMITH	50.00
JOHNSON, ELDE	17-03-101-029-1148	43 DALEY	50.00
JOHNSON, EMIL R.	20-12-104-002-0000	04 PRECKWINKLE	50.00
JOHNSON, HARRIET C	14-21-110-020-1371	46 SHILLER	50.00
JOHNSON, HELEN	20-13-103-009-0000	05 HAIRSTON	50.00
JOHNSON, IRENE L.	14-21-101-034-1382	46 SHILLER	50.00
JOHNSON, JANE	14-05-215-015-1134	48 SMITH	50.00
JOHNSON, LAWRENCE E.	14-21-301-007-0000	46 SHILLER	50.00
JOHNSON, LILLIAN M.	13-02-300-006-1026	39 LAURINO	50.00
JOHNSON, MAE F.	14-05-215-017-1304	48 SMITH	50.00
JOHNSON, MARTHA	20-34-413-024-0000	06 LYLE	50.00
JOHNSON, MARY A.	13-18-409-033-1007	38 ALLEN	50.00
JOHNSON, PHYLLIS A.	17-10-202-062-1093	42 NATARUS	50.00
JOHNSON, RICHARD C.	14-05-215-015-1141	48 SMITH	50.00
JOHNSTON, DOROTHY	12-11-310-070-1004	41 DOHERTY	50.00
JOHNSTON, EVELYN	14-21-111-007-1547	46 SHILLER	50.00
JOHNSTON, KATHLEEN A.	11-03-310-017-0000	43 DALEY	50.00
JONES, BARBARA M.	14-08-403-028-1242	48 SMITH	50.00
JONES, PATRICIA A.	17-03-108-017-1157	43 DALEY	50.00
JONES, ROBERT W.	17-04-450-043-1042	42 NATARUS	50.00
JONES, WILLAM H.	20-24-419-018-1025	05 HAIRSTON	50.00
JORDAN, NELLIE H.	20-23-124-019-0000	05 HAIRSTON	50.00
JOSEFSKI, GLADYS	13-17-107-203-1001	38 ALLEN	50.00
JOSEPH, ALBERT	17-03-214-014-1170	42 NATARUS	50.00
JOSEPH, GERDA	17-03-105-013-0000	43 DALEY	50.00
JOSEPH, JOSEPH	14-21-101-034-1434	46 SHILLER	50.00
JOSEPH, LILLIAN B.	14-05-407-015-1035	48 SMITH	50.00
JOUGHIN, DONALD R.	17-03-204-063-1001	42 NATARUS	50.00
JOYCE, JOSEPH T.	17-04-207-087-1310	42 NATARUS	50.00
JOYCE, NANCY E.	14-08-203-001-0000	48 SMITH	50.00
JOYCE, NORINE	12-12-202-084-1009	41 DOHERTY	50.00
JUDELSON, HAROLD	14-28-318-064-1099	43 DALEY	50.00
JUDZKA, CHRISTINE	12-01-401-040-1006	41 DOHERTY	50.00
JUHASZ, ANNE M.	14-16-300-027-1081	46 SHILLER	50.00
JUHASZ, STEPHEN E.	14-08-203-017-1099	48 SMITH	50.00
JUNGERS, WALLACE S.	14-08-203-001-0000	48 SMITH	50.00
JURACO, MARY	13-18-410-035-1002	38 ALLEN	50.00
KAATZ, ARTHUR J.	14-08-203-016-1177	48 SMITH	50.00
KACHEL, PATRICIA S.	14-05-407-016-1129	48 SMITH	50.00
KACZMAREK, RICHARD J.	17-10-214-016-1328	42 NATARUS	50.00
KADINGER, MARJORIE	17-10-400-012-1797	42 NATARUS	50.00

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SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KADLUB, EVELYN B.	14-33-208-028-1127	43 DALEY	50.00
KAEMPF, JAMES W.	14-28-318-077-1081	43 DALEY	50.00
KAEMPFER, SYBILLE	10-31-470-500-1011	41 DOHERTY	50.00
KAGEN, MAYNARD I.	17-04-207-087-1460	42 NATARUS	50.00
KAHN, ALLEN	17-03-220-020-1553	42 NATARUS	50.00
KAHN, ANNA	14-05-407-017-1161	48 SMITH	50.00
KAHN, CLARA	10-36-120-003-1171	50 STONE	50.00
KAHN, JEANETTE	14-16-301-041-1262	46 SHILLER	50.00
KAILES, STEVEN A.	14-21-307-047-1081	44 TUNNEY	50.00
KAIM, HANS L.	13-10-200-026-1190	39 LAURINO	50.00
KAISER, PATRICIA A.	14-28-318-077-1267	43 DALEY	50.00
KAIZ, LILLIAN	14-08-203-015-1210	48 SMITH	50.00
KAKIS, ANASTASIA	13-02-300-005-1040	39 LAURINO	50.00
KALANT, ADELINE P.	14-05-215-017-1497	48 SMITH	50.00
KALBHEN, WALTER C.	14-05-203-011-1146	49 MOORE	50.00
KALCHBRENNER, FRANK	9-36-112-031-1010	41 DOHERTY	50.00
KALLANS, NICHOLAS C.	14-08-203-017-1385	48 SMITH	50.00
KALLEN, MARION S.	14-16-301-041-1031	46 SHILLER	50.00
KAMBEROS, CONSTANCE	14-21-112-012-1014	46 SHILLER	50.00
KAMEN, JEANETTE	65-49-872-582-0000	48 SMITH	50.00
KANE, LOIS M.	17-09-410-014-1695	42 NATARUS	50.00
KANEFIELD, ALBERT	17-03-202-063-1036	42 NATARUS	50.00
KANEHL, LOIS A.	17-03-106-027-1092	43 DALEY	50.00
KANGLES, CECILIA M.	14-16-304-042-1026	46 SHILLER	50.00
KANIUK, WILLIAM	19-19-214-025-1016	23 ZALEWSKI	50.00
KANNE, IONE J.	17-03-202-061-1040	42 NATARUS	50.00
KANTER, ETHEL	14-16-301-041-1829	46 SHILLER	50.00
KANTER, GERALD J.	17-03-114-003-1082	43 DALEY	50.00
KANTOR, DORIS B.	11-29-308-018-1007	49 MOORE	50.00
KANTROWITZ, NATHAN	14-08-203-001-0000	48 SMITH	50.00
KANUK, JACK	14-08-203-001-0000	48 SMITH	50.00
KAPLAN, ADELLE R.	13-12-213-003-0000	40 O'CONNOR	50.00
KAPLAN, ARIE	10-36-209-045-1002	50 STONE	50.00
KAPLAN, MARIA A.	14-05-403-021-1124	48 SMITH	50.00
KAPLAN, NANCY C.	14-28-200-004-1192	44 TUNNEY	50.00
KAPUSTKA, IRENE	13-19-431-034-1077	36 BANKS	50.00
KARAGEORGE, YETTA	14-08-203-016-1268	48 SMITH	50.00
KARANTONIS, TRIFON	13-12-222-063-1003	40 O'CONNOR	50.00
KAREL, JAMES	17-03-227-018-1059	42 NATARUS	50.00
KARLIN, ALVIN	17-03-227-018-1090	42 NATARUS	50.00
KARMAZIN, JULIA	10-36-100-018-1038	50 STONE	50.00
KARPER, DONALD J.	14-16-304-039-1217	46 SHILLER	50.00
KASHPER, ABRAHAM	14-20-214-018-0000	46 SHILLER	50.00
KAST, BETSY	10-36-100-018-1021	50 STONE	50.00
KATSIKAS, BESS	13-30-133-042-1005	36 BANKS	50.00
KATTNER, PATRICIA A.	9-36-229-041-1011	41 DOHERTY	50.00
KATZ, ARNOLD	14-05-211-015-1028	48 SMITH	50.00
KATZ, BETTY L.	17-03-107-019-1016	43 DALEY	50.00
KATZ, ESTHER	17-03-114-003-1122	42 NATARUS	50.00
KATZ, ETHELLE	14-16-301-041-1342	46 SHILLER	50.00
KATZ, LUCILLE	14-28-200-003-1130	44 TUNNEY	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KATZ, ROBERT R.	14-28-200-004-1055	44 TUNNEY	50.00
KATZ, ROBERT S.	14-16-304-039-1131	46 SHILLER	50.00
KATZ, SYMA	20-13-103-009-0000	05 HAIRSTON	50.00
KATZENBACH, DONNA	13-07-336-029-1038	41 DOHERTY	50.00
KAUFMAN, AVRUM M.	14-06-212-006-0000	40 O'CONNOR	50.00
KAUFMAN, JEAN P.	14-28-200-004-1045	44 TUNNEY	50.00
KAUFMAN, JOANN H.	17-03-225-078-1229	42 NATARUS	50.00
KAUFMAN, JOSEPHINE	14-28-202-018-1110	44 TUNNEY	50.00
KAUFMAN, LEONARD J.	14-28-200-004-1029	44 TUNNEY	50.00
KAUFMAN, TYRUS L.	17-04-207-087-1371	42 NATARUS	50.00
KAUSHANSKY, ELIZAR	14-08-203-016-1325	48 SMITH	50.00
KAVANAGH, MARGARET B.	14-08-203-001-0000	48 SMITH	50.00
KAVEN, GRIGORY	14-28-105-083-1021	44 TUNNEY	50.00
KAVKA, JEROME	17-03-222-018-0000	42 NATARUS	50.00
KAYE, MARY G.	14-05-403-022-1069	48 SMITH	50.00
KAYLIN, ELAINE	17-04-210-028-1048	42 NATARUS	50.00
KAZ, SIDNEY E.	14-21-305-030-1231	46 SHILLER	50.00
KAZONOVITZ, IRVING	13-08-313-018-1001	45 LEVAR	50.00
KEEGAN, JAMES	9-36-112-027-1004	41 DOHERTY	50.00
KEIG, SUSAN J.	17-03-222-018-0000	42 NATARUS	50.00
KEINIGSBERG, DELPHINE E.	17-08-227-022-1051	42 NATARUS	50.00
KELLER, BEAT R.	14-05-215-015-1108	48 SMITH	50.00
KELLER, DORIS JEAN	17-03-208-002-0000	42 NATARUS	50.00
KELLER, RICHARD A.	14-08-203-001-0000	48 SMITH	50.00
KELLY, AMELIA P.	13-06-110-052-1015	41 DOHERTY	50.00
KELLY, BETTE L.	14-21-111-007-1572	46 SHILLER	50.00
KELLY, FRANCES M.	12-11-117-032-1001	41 DOHERTY	50.00
KELLY, IDA C.	20-13-102-029-1043	05 HAIRSTON	50.00
KELLY, ROSE M.	17-09-410-014-1819	42 NATARUS	50.00
KELZ, THEODORE	17-03-103-028-1173	43 DALEY	50.00
KENDAL, RAYMOND J.	13-31-115-024-1014	36 BANKS	50.00
KENDRA, HELENA	10-31-409-062-1018	41 DOHERTY	50.00
KENDRICK, ROBERT D.	19-27-401-038-1199	13 OLIVO	50.00
KENIG, IDA	17-10-105-014-1078	42 NATARUS	50.00
KENNY, WILLIAM J.	24-10-211-048-1019	42 NATARUS	50.00
KENSEK, MICHAEL	12-12-202-087-1031	41 DOHERTY	50.00
KENT, KATHERINE A.	14-28-203-027-1004	44 TUNNEY	50.00
KERBIS, SEYMOUR Z.	17-03-220-020-1582	42 NATARUS	50.00
KERMAN, ALMA	17-03-200-063-1242	42 NATARUS	50.00
KERNAHAN, ELIZABETH M.	17-03-208-015-0000	42 NATARUS	50.00
KERNER, OLIVER	17-03-220-020-1434	42 NATARUS	50.00
KERR, LOIS E.	9-36-425-050-1007	41 DOHERTY	50.00
KERROS, CLARENCE	13-15-411-031-1001	39 LAURINO	50.00
KERSCH, ANNA	10-31-417-050-1012	41 DOHERTY	50.00
KERSTEIN, LORRAINE	14-08-203-016-1085	48 SMITH	50.00
KERWIN, LUCILLE	13-17-107-195-1007	38 ALLEN	50.00
KESTENBAUM, HENRYKA	10-36-100-018-1063	50 STONE	50.00
KEUTH, JEANNE L.	11-31-114-023-1026	50 STONE	50.00
KEZELE, EDWARD J.	17-03-103-028-1043	43 DALEY	50.00
KHEDROO, FRANCES	14-08-413-040-1069	48 SMITH	50.00
KHOKHLOV, VALERY	14-20-214-018-0000	46 SHILLER	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KIELER, HELEN S.	12-23-224-043-1011	36 BANKS	50.00
KIER, CORAL I.	14-21-111-007-1480	46 SHILLER	50.00
KILBORN, JUSTINE D.	14-16-301-041-1090	46 SHILLER	50.00
KILPATRICK, MARYELLEN	17-10-400-012-1443	42 NATARUS	50.00
KIM, KYEH S.	17-10-318-031-1019	42 NATARUS	50.00
KING, GERALDINE	17-03-107-019-1003	43 DALEY	50.00
KING, JOSHUA	56-32-584-152-9872	06 LYLE	50.00
KING, NEIL J.	17-03-208-022-1006	42 NATARUS	50.00
KING, SALLY B.	17-04-216-064-1172	42 NATARUS	50.00
KINNEY, MARY ANN	14-08-203-017-1100	48 SMITH	50.00
KINSELLA, CHARMAINE M.	17-03-200-063-1182	42 NATARUS	50.00
KIRBY, ARCHIE D.	14-16-304-039-1042	46 SHILLER	50.00
KIRK, MICHAEL L.	14-21-101-034-1014	46 SHILLER	50.00
KIRKPATRICK, ANNE S.	17-03-221-011-1050	42 NATARUS	50.00
KIRLAND, VERONICA M.	14-05-203-011-1156	49 MOORE	50.00
KIRSCH, NORTON	14-21-112-010-0000	46 SHILLER	50.00
KISSIN, ETHEL	14-21-106-017-0000	46 SHILLER	50.00
KITE, HENRY AND SANDRA	17-03-103-028-1104	43 DALEY	50.00
KITT, WALTER	14-21-106-017-0000	46 SHILLER	50.00
KITTLER, IRENE	13-16-115-045-1001	45 LEVAR	50.00
KLAGGE, DIETER	14-08-203-016-1232	48 SMITH	50.00
KLAIN, RUTH	14-05-407-015-1059	48 SMITH	50.00
KLAMMER, HEDWIG U.	17-04-207-086-1067	42 NATARUS	50.00
KLASS, NINETTE	13-02-300-009-1013	39 LAURINO	50.00
KLEEBERG, EILEEN	14-28-318-064-1351	43 DALEY	50.00
KLEIN, CATHERINE E.	17-03-101-029-1179	43 DALEY	50.00
KLEIN, JEAN L.	17-03-108-016-1039	43 DALEY	50.00
KLEIN, SANFORD	14-28-320-030-1146	43 DALEY	50.00
KLEIN, SHIRLEY M.	10-36-100-015-1055	50 STONE	50.00
KLEMENT, NESIA	14-08-408-035-0000	48 SMITH	50.00
KLIMKAITIS, ANTANINA	14-28-201-015-1179	44 TUNNEY	50.00
KLINENBERG, JACQUELINE	10-36-120-003-1012	50 STONE	50.00
KLINSKY, KENNETH	14-16-304-039-1215	46 SHILLER	50.00
KLISKA, BERNARD	17-10-202-062-1103	42 NATARUS	50.00
KLITZKY, MARK	14-28-200-003-1169	44 TUNNEY	50.00
KLOWDEN, ROSE L	17-03-227-018-0000	42 NATARUS	50.00
KLUSIS, EMILY M.	14-21-111-007-1468	46 SHILLER	50.00
KNAPIK, JANINA	13-08-310-059-1005	45 LEVAR	50.00
KNAUFF, CHARLENE M.	14-05-215-017-1083	48 SMITH	50.00
KNEISEL, CLAIRE	13-09-328-060-1009	45 LEVAR	50.00
KNIGHT, KATHERINE L.	14-21-110-020-1453	46 SHILLER	50.00
KNOWLES, SALLY JO	17-10-400-012-1236	42 NATARUS	50.00
KNOX, GERTIE, M.	20-34-400-073-1018	06 LYLE	50.00
KO, SANTOS L.	14-28-207-004-1338	44 TUNNEY	50.00
KOEHLER, AUGUSTE	9-36-411-034-1017	41 DOHERTY	50.00
KOEHLER, DOROTHY E.	13-10-200-026-1256	39 LAURINO	50.00
KOEHLER, HENRY G.	12-11-310-074-1009	41 DOHERTY	50.00
KOENIG, MARGIT	13-02-434-030-1010	39 LAURINO	50.00
KOFFLER, BLANCHE	17-03-226-065-1213	42 NATARUS	50.00
KOH, TONG-HE	14-05-215-015-1058	48 SMITH	50.00
KOHN, EVA	12-11-119-025-1005	41 DOHERTY	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KOHN, SAMUEL	10-36-118-005-1019	50 STONE	50.00
KOLAR, CATHERINE M.	14-05-407-017-1246	48 SMITH	50.00
KOLENDER, LEONARD	14-05-407-015-1088	48 SMITH	50.00
KOLINSKI, HELEN	13-06-110-054-1013	41 DOHERTY	50.00
KOLKEY, GILDA P.	17-03-201-076-1038	42 NATARUS	50.00
KOLLATH, RICHARD B.	10-36-206-025-0000	50 STONE	50.00
KOLODZIEJ, JANINE	13-09-328-058-1026	45 LEVAR	50.00
KOLSSAK, LUCILLE	17-03-227-022-1133	42 NATARUS	50.00
KOMENSKY, EVELYN	13-11-420-042-1001	39 LAURINO	50.00
KOMEYA, SHIRLEY	14-05-215-015-1103	48 SMITH	50.00
KONOPKA, STELLA M.	12-14-112-025-1136	36 BANKS	50.00
KONOZSI, LILIAN	13-08-313-018-1008	45 LEVAR	50.00
KONRATH, FRIEDA	9-36-112-027-1018	41 DOHERTY	50.00
KONSEWICZ, TERESA	13-16-110-049-1005	45 LEVAR	50.00
KOPKO, SYLVIA M.	14-28-318-077-1122	43 DALEY	50.00
KOPLAR, ALAN	17-03-204-064-1021	42 NATARUS	50.00
KORMAN, JACK	14-28-206-005-1011	44 TUNNEY	50.00
KORNACKER, MYRA	17-03-207-061-1023	42 NATARUS	50.00
KORNELYUK, ADA	14-20-214-018-0000	46 SHILLER	50.00
KORNICK, JACK	14-05-211-016-1068	48 SMITH	50.00
KOSBERG, LILLIAN	10-36-100-015-1118	50 STONE	50.00
KOSIEK, GLORIA T.	13-08-125-046-1008	45 LEVAR	50.00
KOSKI, GLORIA A.	13-31-108-015-1004	36 BANKS	50.00
KOSKY, VIVIAN J.	14-08-203-001-0000	48 SMITH	50.00
KOSS, MARIE J.	13-12-120-040-0000	40 O'CONNOR	50.00
KOSTKA, FRANCISZEK	13-16-110-049-1015	45 LEVAR	50.00
KOTLINSKI, ROSEMARY C.	9-36-112-031-1014	41 DOHERTY	50.00
KOTRBA, ESTHER	19-18-302-074-1008	23 ZALEWSKI	50.00
KOVAC, ELEANOR S.	17-10-400-012-1246	42 NATARUS	50.00
KOWALEWICZ, REGINA	13-15-411-025-1028	39 LAURINO	50.00
KOWALSKI, ELEANOR	13-30-101-036-1011	36 BANKS	50.00
KOWALSKI, REGINA M.	12-25-201-045-1004	36 BANKS	50.00
KOZIKOWSKI, FRANCES	13-30-203-029-1011	36 BANKS	50.00
KOZIMOR, ANDREW M.	17-10-214-016-1281	42 NATARUS	50.00
KOZLOWSKI, JOSEPH M.	19-20-100-059-1004	23 ZALEWSKI	50.00
KRAMER, ALLEN	14-05-211-016-1045	48 SMITH	50.00
KRAMER, BEATRICE	14-16-301-041-1107	46 SHILLER	50.00
KRAMER, EDWARD	17-10-219-023-1104	42 NATARUS	50.00
KRAMER, HELENE	14-28-202-018-1113	44 TUNNEY	50.00
KRAMER, LUCILLE	14-16-304-039-1081	46 SHILLER	50.00
KRAMER, PEGGY	17-03-220-020-1123	42 NATARUS	50.00
KRANSZ, LOIS M.	14-05-215-015-1187	48 SMITH	50.00
KRAUS, PAUL L.	17-04-211-036-1019	42 NATARUS	50.00
KRAUSE, HOWARD	10-36-100-018-1025	50 STONE	50.00
KRAUSS, SALLY	10-36-100-018-1044	50 STONE	50.00
KRAWCHUK, JAMES	17-03-200-066-1094	42 NATARUS	50.00
KREGER, AMY M.	13-02-300-008-1033	39 LAURINO	50.00
KREIMAN, SIDNEY	10-36-120-003-1202	50 STONE	50.00
KREPS, ORRIN C.	9-36-112-027-1002	41 DOHERTY	50.00
KRETSKE, FRANCES	14-05-203-011-1041	49 MOORE	50.00
KREZEL, LORRAINE	13-19-404-088-1001	36 BANKS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KRICHEVSKY, AARON & BERNICE	17-03-101-028-1098	43 DALEY	50.00
KRIKORIAN, ANN	14-28-318-077-1297	43 DALEY	50.00
KRISSBERG, JANE	10-36-100-018-1093	50 STONE	50.00
KRNETA, JOVO	14-28-200-003-1064	44 TUNNEY	50.00
KROENING, CAROL L.	14-08-203-001-0000	48 SMITH	50.00
KROGLOTH, ELIZABETH	10-31-417-050-1009	41 DOHERTY	50.00
KROHN, NEVA	17-03-220-020-1253	42 NATARUS	50.00
KRUGLY, DOLORES E.	17-10-318-031-1294	42 NATARUS	50.00
KRUM, JUDITH	10-36-100-015-1098	50 STONE	50.00
KRUMHOLZ, MARY L.	17-03-200-063-1160	42 NATARUS	50.00
KRUPA, RALPH	13-17-107-194-1014	38 ALLEN	50.00
KRYSTOF, JOSEPH A.	17-16-424-005-1051	02 HAITHCOCK	50.00
KRZAN, FELIX	13-28-121-033-0000	31 SUAREZ	50.00
KRZEMIEN, JOHN W.	14-28-207-004-1282	44 TUNNEY	50.00
KUBOWITCH, LEO	13-18-409-069-1181	38 ALLEN	50.00
KUCHNECKI, ZDZISLAW	17-03-114-004-1027	43 DALEY	50.00
KUCZYNSKI, JOZEF	13-28-707-025-6968	36 BANKS	50.00
KUHNS, MARY T.	13-06-412-036-1012	41 DOHERTY	50.00
KUHR, LAWRENCE	14-21-110-020-1153	46 SHILLER	50.00
KUJAWA, PAULINE S.	12-11-116-030-1013	41 DOHERTY	50.00
KUKULSKI, HELEN V.	13-19-412-032-1014	36 BANKS	50.00
KULGARSH, BEVERLY	17-04-424-051-1497	42 NATARUS	50.00
KULCSAR, JUDY M.	14-28-318-064-1031	43 DALEY	50.00
KULL, ROMANA	13-12-232-032-1002	40 O'CONNOR	50.00
KUPFERSCHMIDT, REGINA	14-05-203-011-1248	49 MOORE	50.00
KURLAND, GENEVIEVE	17-03-202-061-1046	42 NATARUS	50.00
KUROWSKI, ISABELLE	10-31-409-060-1032	41 DOHERTY	50.00
KURSHENBAUM, ESTHER	13-12-115-001-0000	40 O'CONNOR	50.00
KURZ, ANNA	13-09-328-060-1001	45 LEVAR	50.00
KURZ, DELORES E.	14-16-301-041-1167	46 SHILLER	50.00
KUSCH, ELAINE M.	14-21-111-007-1577	46 SHILLER	50.00
KUSHINO, BETTY	13-03-403-068-0000	39 LAURINO	50.00
KUSHNIR, ROBERT J.	14-05-407-017-1486	48 SMITH	50.00
KUZMICKAS, VIRGINIA	14-33-409-024-1024	43 DALEY	50.00
KWALWASER, JOSEPH	10-36-119-003-1165	50 STONE	50.00
KWASIGROCH, JAMES M.	13-16-116-030-1003	45 LEVAR	50.00
KWASTENIET, PETER N.	14-28-204-015-1196	44 TUNNEY	50.00
LACACI, NELLIE B.	17-09-410-014-1104	42 NATARUS	50.00
LACH, ALMA	20-14-215-028-0000	05 HAIRSTON	50.00
LACHMAN, HARRY	13-12-114-062-1001	40 O'CONNOR	50.00
LAFTSIDIS, HELEN	13-02-434-030-1006	39 LAURINO	50.00
LAI, GRACE M.	17-04-216-064-1358	42 NATARUS	50.00
LALIBERTY, MARY B.	17-04-216-064-1009	42 NATARUS	50.00
LALJI, NOORBANU	14-05-203-011-1097	49 MOORE	50.00
LALLY, MARY E.	12-11-116-030-1007	41 DOHERTY	50.00
LAMBROSE, MILDRED	14-16-301-041-1567	46 SHILLER	50.00
LAMPARIELLO, PHYLLIS C.	9-36-419-110-1002	41 DOHERTY	50.00
LAMPKINS, ALFRED A.	20-11-206-058-0000	04 PRECKWINKLE	50.00
LANASA, CATHERINE	46-49-764-034-1064	36 BANKS	50.00
LANDE, BEVERLY P.	17-10-401-005-1077	42 NATARUS	50.00
LANDMAN, HEDY	17-03-201-069-1053	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
LANE, DELIA	17-10-400-012-1909	42 NATARUS	50.00
LANE, KENNETH E.	14-28-200-004-1073	44 TUNNEY	50.00
LANE, PETER	14-28-200-003-1033	44 TUNNEY	50.00
LANG, ROY	17-03-226-065-1016	42 NATARUS	50.00
LANGER, CAROL A.	17-10-400-012-1742	42 NATARUS	50.00
LANIER, ESTELLE M.	20-12-104-002-0000	04 PRECKWINKLE	50.00
LANSKY, JOSEPH	17-10-401-005-1550	42 NATARUS	50.00
LANSKY, MARVIN S.	14-28-318-077-1310	43 DALEY	50.00
LANZILLOTTI, GIAN M.	17-04-422-027-1006	42 NATARUS	50.00
LANZL, ELISABETH	20-14-215-028-0000	05 HAIRSTON	50.00
LAPIDUS, GALINA M.	14-28-207-004-1138	44 TUNNEY	50.00
LAPINSKY, SADIE	17-10-400-012-1135	42 NATARUS	50.00
LAPPING, NORMAN E.	17-03-202-063-1049	42 NATARUS	50.00
LARSEN, BETTY J.	14-21-111-007-1252	46 SHILLER	50.00
LARSON, MARY C.	14-08-407-022-1125	48 SMITH	50.00
LASH, EVELYN	20-12-114-052-1041	05 HAIRSTON	50.00
LASTER, CHARLES E.	14-28-320-030-1156	43 DALEY	50.00
LATEK, FLORIAN T.	14-28-201-015-1035	44 TUNNEY	50.00
LAUER, CECILE M.	13-02-300-009-1004	39 LAURINO	50.00
LAURICELLA, MAE M.	14-05-403-021-1005	48 SMITH	50.00
LAUTER, CHARLOTTE S.G.	17-10-318-031-1016	42 NATARUS	50.00
LAVIN, MARSHALL R.	17-03-220-020-1052	42 NATARUS	50.00
LAVIN, SONDRA E.	20-12-104-002-0000	04 PRECKWINKLE	50.00
LAWRENCE, ALEASE	20-11-105-014-0000	04 PRECKWINKLE	50.00
LAWRENCE, BESSIE	17-03-226-065-1079	42 NATARUS	50.00
LAWRENCE, RITA	17-03-200-066-1044	42 NATARUS	50.00
LAWRENCE, WILLIAM R.	14-08-203-001-0000	48 SMITH	50.00
LAWSON, ALBERT T.	17-10-401-005-1493	42 NATARUS	50.00
LAZAR, MARIA D.	13-08-428-041-1040	45 LEVAR	50.00
LAZERSON, FLORENCE	14-05-403-019-1018	48 SMITH	50.00
LAZZARA, SAM S.	13-18-409-074-1117	38 ALLEN	50.00
LEAVITT, BEN	14-06-118-030-0000	40 O'CONNOR	50.00
LEBED, EDITH	14-05-215-017-1275	48 SMITH	50.00
LEBLANC, WANDA M.	20-34-413-024-0000	06 LYLE	50.00
LEDWITH, MARY M.	17-04-207-086-1458	42 NATARUS	50.00
LEE, HELEN C.	17-10-401-005-1480	42 NATARUS	50.00
LEE, MAY F.	14-05-407-017-1164	48 SMITH	50.00
LEE, NORMA S.	14-08-203-015-1219	48 SMITH	50.00
LEE, PAMELA	17-03-208-002-0000	42 NATARUS	50.00
LEEF, ANDRE D.	11-32-111-014-0000	49 MOORE	50.00
LEFTON, TORI M.	17-03-105-012-0000	43 DALEY	50.00
LEFTWICH, HAROLD A.	17-10-401-005-1464	42 NATARUS	50.00
LEGENZA, ANGELA M.	19-19-214-025-1015	23 ZALEWSKI	50.00
LEHAN, MARIE E.	13-10-200-026-1142	39 LAURINO	50.00
LEHMAN, NICOLE J.	17-10-203-028-1085	42 NATARUS	50.00
LEHMANN, LAVERNE	13-18-409-034-1027	38 ALLEN	50.00
LEHR, ROSEMARIE E.	13-02-300-008-1013	39 LAURINO	50.00
LEHRER, ROSE	20-12-100-003-1442	04 PRECKWINKLE	50.00
LEIB, EARL	13-12-120-045-0000	40 O'CONNOR	50.00
LEIGH, ELIZABETH	17-10-122-022-1226	42 NATARUS	50.00
LEIGH, LAURIE M.	17-03-202-063-1091	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
LEISZ, FLORENCE	17-03-207-061-1141	42 NATARUS	50.00
LEKAS, MARIE-JEANNE	14-05-215-015-1128	48 SMITH	50.00
LEMKE, REGINA C.	17-10-200-065-1028	42 NATARUS	50.00
LEMMER, ALFREDA S.	13-16-102-025-1004	45 LEVAR	50.00
LEMMERMAN, CARL J.	14-05-202-019-1030	49 MOORE	50.00
LEMONS, MARIE A.	20-34-413-024-0000	06 LYLE	50.00
LENNEBERG, JOHANNA	14-28-322-038-1262	43 DALEY	50.00
LENNON, GEORGE R.	17-03-201-068-1004	42 NATARUS	50.00
LEO, LEONA	19-19-209-048-1001	23 ZALEWSKI	50.00
LEON, HAROLD	14-28-200-004-1098	44 TUNNEY	50.00
LEONARD, MARIA	14-28-318-077-1145	43 DALEY	50.00
LEONARDI, VINCENT J.	13-18-409-074-1064	38 ALLEN	50.00
LEPTICH, JOSEPH	14-28-201-015-1158	44 TUNNEY	50.00
LESLY, VIRGINIA	17-10-401-005-1721	42 NATARUS	50.00
LESSMAN, IDA D.	17-03-200-063-1155	42 NATARUS	50.00
LEVENTHAL, SEYMOUR	17-03-220-020-1481	42 NATARUS	50.00
LEVI, EVA	14-16-300-027-1023	46 SHILLER	50.00
LEVIN, ALBERT	17-03-214-496-1080	42 NATARUS	50.00
LEVIN, ARNOLD	14-28-200-003-1079	44 TUNNEY	50.00
LEVIN, BLOSSOM	14-28-322-015-0000	43 DALEY	50.00
LEVIN, DIANA K.	17-04-209-044-1003	42 NATARUS	50.00
LEVIN, EDWARD	17-04-208-031-1130	42 NATARUS	50.00
LEVIN, FAITH R.	14-21-306-038-1008	44 TUNNEY	50.00
LEVIN, JOSEPH	10-36-100-015-1039	50 STONE	50.00
LEVIN, LEONA M.	14-08-203-016-1259	48 SMITH	50.00
LEVIN, PHILIP P.	17-10-400-012-1484	42 NATARUS	50.00
LEVIN, SHIRLEY L.	14-21-110-020-1143	46 SHILLER	50.00
LEVINE, BARBARA F.	17-10-214-010-1023	42 NATARUS	50.00
LEVINE, BERTHA	14-28-200-004-1079	44 TUNNEY	50.00
LEVINE, EVE	14-28-207-004-1473	44 TUNNEY	50.00
LEVINE, JACK	14-21-112-010-0000	46 SHILLER	50.00
LEVINE, RUTH M.	17-10-202-062-1060	42 NATARUS	50.00
LEVINE, SYLVIA	14-16-304-039-1069	46 SHILLER	50.00
LEVINSON, MARGARET	14-21-111-007-1010	46 SHILLER	50.00
LEVY, GERRY	17-03-227-022-1040	42 NATARUS	50.00
LEVY, HAROLD	14-05-202-019-1042	49 MOORE	50.00
LEVY, HARRIET	13-01-113-040-1009	50 STONE	50.00
LEVY, MARY	17-03-101-029-1111	43 DALEY	50.00
LEVY, TAMARA	13-12-232-032-1004	40 O'CONNOR	50.00
LEWANDOWSKI, MARIA	14-05-215-015-1240	48 SMITH	50.00
LEWIS, BERTRAM	17-03-220-020-1512	42 NATARUS	50.00
LEWIS, GLORIA J.	17-10-202-063-1057	42 NATARUS	50.00
LEWIS, JUANITA E.	17-04-221-052-1140	43 DALEY	50.00
LEWIS, LEROY	13-17-107-194-1003	38 ALLEN	50.00
LEWISBURG, ROSALIE	14-21-110-020-1385	46 SHILLER	50.00
LEY, RITA C.	9-36-425-051-1017	41 DOHERTY	50.00
LEZAK, GLADYS L.	20-13-102-029-1186	05 HAIRSTON	50.00
LIBANOV, LEV	14-20-214-018-0000	46 SHILLER	50.00
LIBERMAN, ENID B.	13-06-110-054-1036	41 DOHERTY	50.00
LICHARD, DAVID	17-09-410-014-1073	42 NATARUS	50.00
LICHTERMAN, DORIS	14-21-305-030-1085	46 SHILLER	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
LICHTMAN, WILLIAM	14-28-207-004-1192	44 TUNNEY	50.00
LIDSKY, ANDREA L.	14-21-111-007-1382	46 SHILLER	50.00
LILLEGARD, MARY E.	13-18-411-004-1043	38 ALLEN	50.00
LINDEN, HENRY R.	17-03-101-027-1071	43 DALEY	50.00
LINDNER, FLORA	14-05-203-011-1322	49 MOORE	50.00
LINKER, LOUIS & SHIRLEY	10-36-100-018-1037	50 STONE	50.00
LINROTH, LAURA E.	20-14-223-032-0000	05 HAIRSTON	50.00
LINTA, SYLVIA	17-09-410-014-1480	42 NATARUS	50.00
LINWOOD, PHYLLIS H.	13-18-410-033-1018	38 ALLEN	50.00
LIPKIN, JOEL A.	17-10-318-031-1058	42 NATARUS	50.00
LIPMAN, SELMA M.	17-03-211-022-1020	42 NATARUS	50.00
LIPNICK, CLARENCE S.	17-03-100-013-1007	43 DALEY	50.00
LIPSCHULTZ, ELI	13-31-107-024-1146	36 BANKS	50.00
LIPSCHULTZ, GLORIA	17-03-202-063-1154	42 NATARUS	50.00
LIPSON, MURIEL M.	14-08-203-016-1067	48 SMITH	50.00
LISS, SYLVIA	14-21-305-030-1217	46 SHILLER	50.00
LISSNER, RUTH A.	14-28-200-003-1129	44 TUNNEY	50.00
LITMAN, DOROTHY	14-05-203-011-1101	49 MOORE	50.00
LITT, SHIRLEY	17-03-220-020-1622	42 NATARUS	50.00
LITVAK, RUTH M.	17-10-401-005-1586	42 NATARUS	50.00
LIVINGSTON, DOMINE A.	14-21-305-030-1067	46 SHILLER	50.00
LIVORSI, FRANCISCO	13-31-107-024-1125	36 BANKS	50.00
LOCKER, PHYLLIS J.	10-36-100-018-1239	50 STONE	50.00
LOCKETT, IDA R.	14-21-305-030-1181	46 SHILLER	50.00
LOEGER, RICHARD J.	13-08-428-041-1031	45 LEVAR	50.00
LOELLBACH, HERMAN J.	14-08-203-001-0000	48 SMITH	50.00
LOEWY, RAYNA	14-21-306-038-1015	44 TUNNEY	50.00
LOGAN, REVA	17-03-208-005-0000	42 NATARUS	50.00
LONDON, ALFRED L.	17-04-224-043-1012	42 NATARUS	50.00
LONDON, JEAN	17-03-220-020-1024	42 NATARUS	50.00
LONDON, LORRAINE	14-08-203-015-1118	48 SMITH	50.00
LONG, HENRY E.	20-34-413-024-0000	06 LYLE	50.00
LONG, JOSEPH H.	14-18-203-001-0000	48 SMITH	50.00
LONG, LILLIAN S.	14-21-306-038-1038	44 TUNNEY	50.00
LONGWORTH, RICHARD C.	14-21-106-017-0000	46 SHILLER	50.00
LOPARDO, ELEANOR H.	17-04-207-087-1026	42 NATARUS	50.00
LOPATKA, JOHN R.	14-28-207-004-1259	44 TUNNEY	50.00
LOPRESTI, MARIE A.	13-19-328-046-1002	36 BANKS	50.00
LORENC, MARIA M.	10-31-417-050-1015	41 DOHERTY	50.00
LOS, ZOFIA	13-16-102-026-1011	45 LEVAR	50.00
LOUER, SUSAN S.	17-03-202-063-1053	42 NATARUS	50.00
LOUGHRAN, CECELIA	13-16-122-043-1002	45 LEVAR	50.00
LOUIS, EMMA A.	17-10-103-027-1083	42 NATARUS	50.00
LOWCZYNSKI, WANDA	13-08-310-062-1011	45 LEVAR	50.00
LOWINSKY, GRETEL	20-13-103-009-0000	05 HAIRSTON	50.00
LOWITZ, SHANA	17-03-103-028-1159	43 DALEY	50.00
LOZANO, GUADALUPE R.G.	12-11-119-025-1034	41 DOHERTY	50.00
LUCAS, HARRY A.	12-11-119-026-1022	41 DOHERTY	50.00
LUCICH, DRAGANA L.	17-03-103-028-1179	43 DALEY	50.00
LUCKSINGER, VIRGINIA M.	13-08-428-041-1013	45 LEVAR	50.00
LUDWIG, MARY ANN	14-16-304-039-1099	46 SHILLER	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
LUECKE, RICHARD H.	20-13-103-007-0000	05 HAIRSTON	50.00
LUHMANN, PHILLIP R.	20-12-104-002-0000	04 BRECKWINKLE	50.00
LUIKEN, JERRY A.	14-28-320-030-1151	43 DALEY	50.00
LUKE, LAEL L.	17-10-401-005-1477	42 NATARUS	50.00
LUKES, FRANK J.	14-16-305-021-1023	46 SHILLER	50.00
LUNDEEN, EDITH M.	14-08-203-016-1111	48 SMITH	50.00
LUNDMAN, JENNIE U.	13-08-414-056-1001	45 LEVAR	50.00
LUNDQUIST, CARMELLA	17-03-200-063-1246	42 NATARUS	50.00
LUPTON, MARY B.	17-10-202-062-1075	42 NATARUS	50.00
LUREY, BEVERLY	17-03-203-009-1093	42 NATARUS	50.00
LUSK, LINDA R.	14-05-215-015-1193	48 SMITH	50.00
LUTZ, LILLIAN L.	17-03-226-065-1181	42 NATARUS	50.00
LYDON, SARAH A	12-11-121-037-1008	41 DOHERTY	50.00
LYNCH, JOANNE K.	17-10-400-012-1344	42 NATARUS	50.00
LYNG, SHEILA M.	17-04-216-064-1488	42 NATARUS	50.00
LYNN, SHIRLEY E.	14-16-301-041-1223	46 SHILLER	50.00
MACDONALD ANDREW D.	14-28-202-016-1001	44 TUNNEY	50.00
MACH, ANTHONY B.	17-09-410-014-1628	42 NATARUS	50.00
MACIE, EVELYN	17-03-215-013-1282	42 NATARUS	50.00
MACKEVICH, GENE	17-03-207-068-1007	42 NATARUS	50.00
MACKIN, MARY H.	14-08-203-001-0000	48 SMITH	50.00
MADDEN, AILEEN T.	10-31-417-050-1007	41 DOHERTY	50.00
MADDEN, ANNETTE B.	20-34-413-024-0000	06 LYLE	50.00
MADRZYK, MARIE	17-10-214-016-1130	42 NATARUS	50.00
MAGARACI, SALVATORE	14-05-215-015-1334	48 SMITH	50.00
MAGGIORE, JEANETTE	17-04-216-064-1336	42 NATARUS	50.00
MAGIDA, PHYLLIS	14-05-407-016-1149	48 SMITH	50.00
MAGNUSON, MARIE J.	12-24-424-037-1005	36 BANKS	50.00
MAGRUDER, PAUL L.	14-08-203-001-0000	48 SMITH	50.00
MAHER, LORETTA C.	19-27-401-038-1040	13 OLIVO	50.00
MAHONEY, EILEEN	14-06-213-014-0000	40 O'CONNOR	50.00
MAHONEY, MARY	9-36-111-045-1005	41 DOHERTY	50.00
MAHONY, THOMAS P.	14-16-300-032-1006	46 SHILLER	50.00
MAHORNEY, ARDITH M.	17-03-222-023-1075	42 NATARUS	50.00
MAIER, PHYLLIS	17-03-207-061-1181	42 NATARUS	50.00
MAIL, BETTY	14-28-207-004-1311	44 TUNNEY	50.00
MAJCHROWSKI, HENRYK	13-16-110-049-1011	45 LEVAR	50.00
MAJCHROWSKI, STEFANIA	9-36-425-053-1011	41 DOHERTY	50.00
MAKOWSKI, RENATA V.	20-12-100-003-1189	04 BRECKWINKLE	50.00
MAKRINSKI, AIDA L.	12-01-401-041-1010	41 DOHERTY	50.00
MALEK, MOLLY C.	14-33-122-052-0000	43 DALEY	50.00
MALHAM, HOWELL J.	14-05-215-017-1029	48 SMITH	50.00
MALLY, DONALD P.	13-15-416-048-1015	39 LAURINO	50.00
MALOFF, JACK	17-03-108-016-1127	43 DALEY	50.00
MALONE, W. BRUCE	14-21-111-007-1463	46 SHILLER	50.00
MALUS, SHIRLEY	12-14-101-053-1011	36 BANKS	50.00
MANCINI, WANDA M.	17-10-132-037-1614	42 NATARUS	50.00
MANDARINO, FLORENCE	17-03-204-063-1177	42 NATARUS	50.00
MANDEL, MARTHA P.	17-03-222-020-0000	42 NATARUS	50.00
MANDEL, MILDRED	17-04-204-047-1111	43 DALEY	50.00
MANDELL, SANFORD F.	11-30-332-038-1029	49 MOORE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MANELLA, MARGARET R.	14-05-407-017-1141	48 SMITH	50.00
MANFREDI, HAROLD	17-10-400-012-1666	42 NATARUS	50.00
MANIATES, MARIA A.	14-08-203-001-0000	48 SMITH	50.00
MANILOW, ELAINE G.	14-21-106-017-0000	46 SHILLER	50.00
MANN, IRENE E.	14-06-214-017-0000	40 O'CONNOR	50.00
MANN, JOSEPH	14-05-215-015-1207	48 SMITH	50.00
MANN, MARILYN L.	17-04-216-064-1109	42 NATARUS	50.00
MANNING, KENT R.	17-04-218-045-1005	42 NATARUS	50.00
MANNING, MARY L.	20-13-102-029-1099	05 HAIRSTON	50.00
MANOLIS, STEPHEN	14-21-314-046-1014	44 TUNNEY	50.00
MANOS, ANNA	17-03-109-033-1055	43 DALEY	50.00
MANSFIELD, HELEN	14-16-301-041-1282	46 SHILLER	50.00
MARA, MARIDARA A.	14-08-408-035-0000	48 SMITH	50.00
MARAFFINO, JOSEPHINE A.	13-16-102-025-1011	45 LEVAR	50.00
MARANDIUC, PARASCHIVA	14-08-408-035-0000	48 SMITH	50.00
MARCH, MARTINE	14-16-301-041-1519	46 SHILLER	50.00
MARCUS, GLORIA	14-28-200-004-1174	44 TUNNEY	50.00
MARCUS, JULIUS	14-05-211-016-1077	48 SMITH	50.00
MARCUS, MARGIE	14-16-304-039-1064	46 SHILLER	50.00
MARCZEWSKA, MARIA K.	13-16-118-045-1003	45 LEVAR	50.00
MARDELL, FRED R.	17-03-231-018-1028	42 NATARUS	50.00
MARESH, ALICE M.	13-02-300-006-1018	39 LAURINO	50.00
MARGULIS, LEV	10-36-320-053-1003	50 STONE	50.00
MARKOWITZ, JENNIE	14-08-203-016-1077	48 SMITH	50.00
MARKS JR., A.J.	17-03-101-028-1078	43 DALEY	50.00
MARKS, ARLYNE M.	14-05-211-016-1025	48 SMITH	50.00
MARKS, ESTHER B.	10-36-100-018-1152	50 STONE	50.00
MARKS, ROBERT H.	13-10-200-020-1053	39 LAURINO	50.00
MARKS, SALLY	17-03-108-017-1303	43 DALEY	50.00
MARKS, SEYMORE	14-16-301-041-1820	46 SHILLER	50.00
MARKSTEINER, AGNES T.	13-08-430-083-1018	45 LEVAR	50.00
MARKUS, IDA L.	14-05-211-021-1122	48 SMITH	50.00
MARKWARDT, FRANCES J.	14-21-111-007-1199	46 SHILLER	50.00
MARLAND, THELMA	14-21-111-007-1436	46 SHILLER	50.00
MARLEY, MAUREEN	17-03-222-023-1131	42 NATARUS	50.00
MAROSCIA, ANTHONY F.	14-05-202-019-1028	49 MOORE	50.00
MARROTT, JACK	14-16-300-027-1032	46 SHILLER	50.00
MARSCH, ROSE	17-10-122-022-1045	42 NATARUS	50.00
MARSH, ELEANOR	17-03-227-022-1032	42 NATARUS	50.00
MARSHAK, DAVIDA F.	17-09-410-014-1228	42 NATARUS	50.00
MARTIN, ALYCE A.	14-21-101-034-1540	46 SHILLER	50.00
MARTIN, CESAR L.	11-30-312-023-1004	49 MOORE	50.00
MARTIN, DOUGLAS D.	17-04-207-086-1108	42 NATARUS	50.00
MARTIN, GEORGE R.	17-03-222-025-1127	42 NATARUS	50.00
MARTIN, ROSE M.	14-33-400-042-1168	43 DALEY	50.00
MARTIN, VICTORIA G.	12-11-121-048-1004	41 DOHERTY	50.00
MARTIN, WINIFRED	14-28-206-005-1087	44 TUNNEY	50.00
MARTINEC, EMIL L.	17-03-202-063-1151	42 NATARUS	50.00
MARTINELLI, LAWRENCE A.	13-12-220-036-0000	40 O'CONNOR	50.00
MARTINEZ, ROSEMARIE	13-09-328-060-1004	45 LEVAR	50.00
MARZEC, ALICE J.	13-19-431-034-1082	36 BANKS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MARZILLO, ANN M.	13-31-107-024-0000	36 BANKS	50.00
MASCARI, AGNES	12-11-119-025-1008	41 DOHERTY	50.00
MASON, MARY	13-12-227-053-1004	40 O'CONNOR	50.00
MASONER, HELEN	17-10-400-012-1175	42 NATARUS	50.00
MASSOUDA, LEILA	14-05-403-021-1207	48 SMITH	50.00
MASTERS, DOLORES	11-31-214-055-1006	49 MOORE	50.00
MASTROIANI, LOUISE J.	14-28-202-017-1010	44 TUNNEY	50.00
MATHEWS, CECIL	14-28-322-038-1168	43 DALEY	50.00
MATHIEU, PAULA M.	14-21-111-007-1077	46 SHILLER	50.00
MATLAK, CAMILLE S.	13-16-116-031-1032	45 LEVAR	50.00
MATSON, NORMAN R.	17-03-105-009-0000	43 DALEY	50.00
MATTFELD, JACQUELYN A.	14-21-306-035-1055	44 TUNNEY	50.00
MATTHIES, HAROLD J.	17-03-220-020-1607	42 NATARUS	50.00
MATYASEK, GARNET M.	9-36-111-034-1016	41 DOHERTY	50.00
MAVETZ, EDWARD J.	14-08-413-040-1077	48 SMITH	50.00
MAXEY, ERNEST T.	14-05-211-016-1033	48 SMITH	50.00
MAXOURIS, JANE	9-36-411-034-1020	41 DOHERTY	50.00
MAYER, DAVID P.	14-28-318-077-1300	43 DALEY	50.00
MAYER, LOIS R.	14-21-101-035-1213	46 SHILLER	50.00
MAYER, MAE	14-21-101-034-1141	46 SHILLER	50.00
MAYER, MARIAN	11-29-320-051-1016	49 MOORE	50.00
MAYER, NAN W.	17-03-105-011-0000	43 DALEY	50.00
MAYER, STEFAN	13-17-202-042-1002	45 LEVAR	50.00
MAYOL, FERNANDO J.	14-06-212-006-0000	40 O'CONNOR	50.00
MC CLANAHAN, VIRGINIA D.	13-30-133-043-1004	36 BANKS	50.00
MC CLURE, KATHERINE B.	17-03-223-023-1155	42 NATARUS	50.00
MC COURT, SANDRA J.	14-33-400-042-1071	43 DALEY	50.00
MC CRACKEN, JOAN H.	17-04-222-062-1031	42 NATARUS	50.00
MC DONALD, DONNA J.	13-06-110-050-1007	41 DOHERTY	50.00
MCCANN, LEO	20-34-216-041-1010	06 LYLE	50.00
MCCANN, RONALD J.	17-10-400-012-1134	42 NATARUS	50.00
MCCLAIN, MINNIE B.	20-34-413-024-0000	06 LYLE	50.00
MCCLELLAN, EMMA	20-13-103-014-1048	05 HAIRSTON	50.00
MCCUE, MARGARET M.	13-10-200-026-1257	39 LAURINO	50.00
MCCULLAR, JACQUELINE	20-34-413-024-0000	06 LYLE	50.00
MCCURRY, MARGARET M.	17-04-216-064-1459	42 NATARUS	50.00
MCDOWELL, JOAN M.	17-10-400-012-1102	42 NATARUS	50.00
MCELROY-SMITH, SHIRLEY R.	17-10-401-005-1133	42 NATARUS	50.00
MCGEE, CHARLENE C.	14-08-209-022-1054	48 SMITH	50.00
MCGLONE, GEORGE J.	14-16-304-039-1034	46 SHILLER	50.00
MCGOVERN, KAY	14-06-219-013-0000	40 O'CONNOR	50.00
MCGRATH, PATRICIA	17-10-132-037-1085	42 NATARUS	50.00
MCGRAVIE, ANNE V.	11-32-111-014-0000	49 MOORE	50.00
MCGUIRE, SHEILA	14-06-214-017-0000	40 O'CONNOR	50.00
MCINTYRE, HELEN M.	14-05-403-021-1143	48 SMITH	50.00
MCKELVY, HELEN	14-05-407-017-1527	48 SMITH	50.00
MCKINLAY, ARCHIBALD	17-03-103-028-1210	43 DALEY	50.00
MCKNIGHT, PEARL	14-05-403-021-1002	48 SMITH	50.00
MCKUGO, EILEEN	17-10-400-012-1943	42 NATARUS	50.00
MCLAUGHLIN, WILLIAM F.	12-11-116-030-1030	41 DOHERTY	50.00
MCLEOD, MARTHA M.	13-18-410-033-1003	38 ALLEN	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MCMAHON, JOHN P.	13-09-328-059-1012	45 LEVAR	50.00
MCMANAMON, ELLEN	14-08-203-001-0000	48 SMITH	50.00
MCMEEKIN, GENEVIEVE H.	14-21-111-007-1222	46 SHILLER	50.00
MCMULLEN, HELEN F.	14-16-304-039-1088	46 SHILLER	50.00
MCNAMARA, MARY A.	19-19-202-076-1009	23 ZALEWSKI	50.00
MCNEIL, JUDITH K.	13-08-330-031-0000	45 LEVAR	50.00
MCRAE, HILDA G.	17-03-200-063-1245	42 NATARUS	50.00
MCSHERRY, REIKO	14-05-215-015-1264	48 SMITH	50.00
MEANS, MARGARET M.	14-28-207-004-1130	44 TUNNEY	50.00
MEDLEVINE, MILDRED	14-21-112-012-1027	46 SHILLER	50.00
MEDOW, ARTHUR	17-10-202-063-1145	42 NATARUS	50.00
MEDOW, PHOEBE	17-03-228-024-1025	42 NATARUS	50.00
MEER, MARCIS S.	10-36-118-005-1162	50 STONE	50.00
MEGANCK, MARION J.	14-28-322-038-1051	43 DALEY	50.00
MEGER, JEAN M.	13-08-428-041-1043	45 LEVAR	50.00
MEISEL, JOSEPH	14-28-200-004-1117	44 TUNNEY	50.00
MEISTER, JANICE	17-03-226-065-1131	42 NATARUS	50.00
MEISTER, JOHN R.	17-10-401-005-1731	42 NATARUS	50.00
MELAMED, EMILYA	14-05-403-021-1194	48 SMITH	50.00
MELCHOR, ANGELA J.	14-08-209-022-1074	48 SMITH	50.00
MELLOW, PHYLLIS	17-03-225-078-1213	42 NATARUS	50.00
MELZER, LENORE D.	17-10-105-014-1044	42 NATARUS	50.00
MENDELSOHN, ALFREDA A.	14-21-110-020-1278	46 SHILLER	50.00
MENDELSOHN, HOWARD	17-03-227-022-1167	42 NATARUS	50.00
MENDRON, VIRGINIA G.	17-03-200-063-1032	42 NATARUS	50.00
MENTER, PHYLLIS C.	17-10-401-005-1420	42 NATARUS	50.00
MERCHUT, THERESA	13-09-328-061-1008	45 LEVAR	50.00
MERCOLA, GERALDINE	14-08-203-015-1440	48 SMITH	50.00
MERLE, MAGDALEN	13-08-428-041-1007	45 LEVAR	50.00
MEST, BELLE R.	14-05-215-015-1250	48 SMITH	50.00
METAG, MARY J.	14-21-112-012-1048	46 SHILLER	50.00
METALLIDES, MARY	13-12-114-062-1004	40 O'CONNOR	50.00
METZGER, RICHARD D.	14-33-208-028-1241	43 DALEY	50.00
MEUCCI, ENZA	12-11-122-011-1020	41 DOHERTY	50.00
MEVES, VERA P.	17-03-222-023-1121	42 NATARUS	50.00
MEYER, ALLEN H.	14-21-310-057-1002	44 TUNNEY	50.00
MEYER, BEVERLY M.	17-03-226-065-1058	42 NATARUS	50.00
MEYER, CHERYL	14-05-203-011-1260	49 MOORE	50.00
MEYER, EILEEN D.	14-21-110-020-1171	46 SHILLER	50.00
MEYER, HEIDI	14-33-400-042-1160	43 DALEY	50.00
MEYER, JANETTE G.	17-03-202-063-1110	42 NATARUS	50.00
MEYER, LEE F.	17-04-207-087-1047	42 NATARUS	50.00
MEYER, NORMA J.	17-03-201-068-1040	42 NATARUS	50.00
MEYERS, FRANCES M.	13-15-411-029-1005	39 LAURINO	50.00
MEYERS, HENRY	10-36-120-003-1002	50 STONE	50.00
MEYERS, LORRAINE A.	14-08-203-017-1084	48 SMITH	50.00
MEYERS, MACK J.	10-36-100-011-1235	50 STONE	50.00
MEYERS, THELMA W.	14-08-203-001-0000	48 SMITH	50.00
MEYERSON, MARION R.	17-04-210-028-1065	42 NATARUS	50.00
MICHAEL, CAROL B.	14-08-413-040-1063	48 SMITH	50.00
MICHAELS, BARBARA T.	10-36-118-005-1133	50 STONE	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MICHAELS, LESTER B.	13-01-108-049-0000	50 STONE	50.00
MICHALETZ, ROBERTA A.	13-02-300-008-1003	39 LAURINO	50.00
MICHALUK, IRENE	12-12-202-084-1011	41 DOHERTY	50.00
MICHELSON, IRVING	10-36-100-011-1012	50 STONE	50.00
MICUCCI, PATRICIA	13-06-110-054-1016	41 DOHERTY	50.00
MIELCAREK, EDWARD	13-16-115-045-1009	45 LEVAR	50.00
MIHAI, DUMITRA L.	14-08-408-035-0000	48 SMITH	50.00
MIHAILOVIC, ELISE	13-18-410-035-1036	38 ALLEN	50.00
MIKESELL, ROSALIND M.	14-21-106-017-0000	46 SHILLER	50.00
MILANOVICH, MARIA	13-09-328-062-1014	45 LEVAR	50.00
MILASKEY, ROBERT J.	14-21-100-018-1308	46 SHILLER	50.00
MILAVETZ, RUTH B.	14-05-211-021-1115	48 SMITH	50.00
MILLER, ASTA	3-36-425-050-1014	41 DOHERTY	50.00
MILLER, BARBARA J.	17-10-400-012-1031	42 NATARUS	50.00
MILLER, BERNARD R.	14-28-200-004-1175	44 TUNNEY	50.00
MILLER, BETTY L.	17-03-200-066-1076	42 NATARUS	50.00
MILLER, DAVID B.	14-28-318-077-1359	43 DALEY	50.00
MILLER, EDWARD J.	17-03-227-022-1057	42 NATARUS	50.00
MILLER, HARRIET	19-19-214-018-1002	23 ZALEWSKI	50.00
MILLER, IRA	17-03-227-022-1020	42 NATARUS	50.00
MILLER, IRVING F.	14-33-303-132-1004	43 DALEY	50.00
MILLER, LEONARD	14-21-101-035-1205	46 SHILLER	50.00
MILLER, MARIE	12-11-115-021-1003	41 DOHERTY	50.00
MILLER, NAOMI	10-36-311-042-1002	50 STONE	50.00
MILLER, RITA	13-06-110-051-1008	41 DOHERTY	50.00
MILLER, ROBERT	17-04-209-043-1068	42 NATARUS	50.00
MILLER, ROSE T.	20-13-103-009-0000	05 HAIRSTON	50.00
MILLER, RUTHIE M.	20-13-103-011-0000	05 HAIRSTON	50.00
MILLER, SALLIE A.	13-02-300-005-1026	39 LAURINO	50.00
MILLER, SARA	17-03-220-020-1117	42 NATARUS	50.00
MILLER, THERESA	13-16-116-031-1008	45 LEVAR	50.00
MILLER, WALTER L.	13-15-412-027-1019	39 LAURINO	50.00
MILLER, WILLIAM	14-05-211-021-1021	48 SMITH	50.00
MILLICHAP, JOSEPH G.	17-03-201-063-0000	42 NATARUS	50.00
MILLIGAN, TREVA M.	17-10-122-022-1316	42 NATARUS	50.00
MILLS, ALAN P.	14-05-215-015-1321	48 SMITH	50.00
MINGHI, MICHAEL A.	14-28-318-077-1023	43 DALEY	50.00
MINOGUE, WILLIAM P.	14-06-214-017-0000	40 O'CONNOR	50.00
MINTZ, ROSABELLE	14-28-105-077-1005	44 TUNNEY	50.00
MIRANDA, MARY A.	17-03-209-019-1013	42 NATARUS	50.00
MIRELOWITZ, EUGENIE R.	20-12-114-041-1004	05 HAIRSTON	50.00
MIRSKY, MARVIN	20-13-103-009-0000	05 HAIRSTON	50.00
MISIC, STEVE	12-11-310-071-1024	41 DOHERTY	50.00
MISKELL, EMILY W.	14-05-215-017-1458	48 SMITH	50.00
MISKOVITZ, TED	13-09-328-062-1001	45 LEVAR	50.00
MISTARAS, EVANGELINE	14-08-203-001-0000	48 SMITH	50.00
MITCHELL, EARLEE H.	20-34-413-024-0000	06 LYLE	50.00
MITCHELL, IVORY D.	20-12-100-003-1507	04 BRECKWINKLE	50.00
MITCHELL, JOY	17-10-400-012-1391	42 NATARUS	50.00
MITCHELL, RUBY	14-08-414-038-0000	46 SHILLER	50.00
MOBLEY, BARBARA J.	20-34-413-024-0000	06 LYLE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MOCH, ALBERT	14-05-215-015-1169	48 SMITH	50.00
MOE, CATHERINE & HARR, MARION	20-12-114-052-1045	05 HAIRSTON	50.00
MOEN, MARGIT D.	12-24-100-111-1014	36 BANKS	50.00
MOFFATT, KATHRYN J.	14-08-203-001-0000	48 SMITH	50.00
MOGLOWSKY, MYRA S.	14-28-202-017-1097	44 TUNNEY	50.00
MOLESKI, MARLENE M.	14-16-300-029-1002	46 SHILLER	50.00
MONAGO, EDWENA P.	17-09-410-014-1194	42 NATARUS	50.00
MONDEIKA, THERESE D.	17-10-401-014-1185	42 NATARUS	50.00
MONTALBANO, LEON	12-11-115-021-1021	41 DOHERTY	50.00
MONTALBANO, PHILIP	12-11-102-068-1026	41 DOHERTY	50.00
MONTALTO, CONRAD R.	17-04-207-087-1061	42 NATARUS	50.00
MONTELL, SHELBY L.	17-10-214-011-1419	42 NATARUS	50.00
MONTGOMERY, BOBBY	20-34-413-024-0000	06 LYLE	50.00
MOONEY, JOHN P.	14-05-407-017-1357	48 SMITH	50.00
MOORE, JAMES B.	14-05-407-017-1487	48 SMITH	50.00
MOORE, LUCILE	14-21-111-007-1354	46 SHILLER	50.00
MOORE, MARY F.	20-34-413-024-0000	06 LYLE	50.00
MORAN, BONNIE	14-16-301-041-1838	46 SHILLER	50.00
MORAN, ISABEL W	13-18-410-033-1028	38 ALLEN	50.00
MORAN, MARIE M	12-11-121-037-1004	41 DOHERTY	50.00
MORAN, MARY DONNA	13-02-300-005-1004	39 LAURINO	50.00
MORAN, OLLIE A.	20-34-413-024-0000	06 LYLE	50.00
MORAN, RUTH H.	17-03-215-013-1361	42 NATARUS	50.00
MORAWA, BRONISLAW	19-27-401-038-1106	13 OLIVO	50.00
MORAZONI, JOHN A	12-23-224-043-1010	36 BANKS	50.00
MORENO, MARTINA J.	17-04-222-062-1033	42 NATARUS	50.00
MORENO, MAURILLO C.	19-18-302-074-1031	23 ZALEWSKI	50.00
MORGAN, LORRAINE	14-28-201-015-1154	44 TUNNEY	50.00
MORGERI, ADA A.	13-18-410-034-1040	38 ALLEN	50.00
MORI, HIROSHIGE	14-21-110-020-1394	46 SHILLER	50.00
MORIARU, ELIZABETH	14-06-214-017-0000	40 O'CONNOR	50.00
MORREALE, DOROTHY	13-18-409-056-1035	38 ALLEN	50.00
MORRIS, ELMER H.	14-21-112-010-0000	46 SHILLER	50.00
MORRIS, LOLITA B.	14-21-112-010-0000	46 SHILLER	50.00
MORROS, JOSEPH L.	14-28-200-004-1168	44 TUNNEY	50.00
MORTENSON, MARY JANE	17-10-400-012-1811	42 NATARUS	50.00
MORTON, MARY E.	14-16-301-041-1008	46 SHILLER	50.00
MORYDZ, IRENE	12-11-310-074-1035	41 DOHERTY	50.00
MOSHINSKY, NORMA R.	14-05-211-021-1018	48 SMITH	50.00
MOSLEY, BEATRICE L.	20-34-413-024-0000	06 LYLE	50.00
MOSS, CHARLES J.	17-03-208-015-0000	42 NATARUS	50.00
MOSTEK, KARLENE A.	14-08-203-001-0000	48 SMITH	50.00
MOTEW, LILLIAN	14-16-301-041-1233	46 SHILLER	50.00
MUCH, JOSEPH	27-03-204-064-1013	42 NATARUS	50.00
MUCHMAN, BEATRICE	17-03-108-017-1320	43 DALEY	50.00
MUELLER, ROBERT F.	14-21-100-018-1336	46 SHILLER	50.00
MUELLNER, MARY B.	13-07-336-029-1059	41 DOHERTY	50.00
MUENZ, MARY	14-21-111-007-1313	46 SHILLER	50.00
MUHAMMED, MARYAM H.	2-34-413-060-0000	06 LYLE	50.00
MUI, WAI K.	12-12-202-085-1027	41 DOHERTY	50.00
MULHERIN, GERALDINE	14-08-203-001-0000	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MUNOZ, MARIO	14-08-203-016-1203	48 SMITH	50.00
MURPHY, BARBARA J.	14-05-215-017-1099	48 SMITH	50.00
MURPHY, BEATRICE L.	20-13-102-029-1149	05 HAIRSTON	50.00
MURPHY, LYDIA B.	17-03-202-061-1015	42 NATARUS	50.00
MURPHY, MARY L.	9-36-112-028-1001	41 DOHERTY	50.00
MURPHY, ONELIA	13-12-214-052-1018	40 O'CONNOR	50.00
MURPHY, PATRICIA A.	11-30-318-037-1016	49 MOORE	50.00
MURRAY, DOROTHY	20-34-413-024-0000	06 LYLE	50.00
MURRAY, LEOTA A.	14-28-318-077-1374	43 DALEY	50.00
MUSE, WILLIE W.	20-34-413-024-0000	06 LYLE	50.00
MUSSO, MARY R.	14-08-408-035-0000	48 SMITH	50.00
MYER, BELLE	10-36-120-003-4503	50 STONE	50.00
MYERS, MARLENE A.	11-29-308-020-1014	49 MOORE	50.00
MYERSON, ANN	14-05-407-015-1075	48 SMITH	50.00
MYSZKOWKI, PAUL	14-08-408-035-0000	48 SMITH	50.00
NADHERNY, GENEVIEVE	12-11-121-038-1015	41 DOHERTY	50.00
NAGAKURA, MIDORI H.	12-14-112-025-1010	36 BANKS	50.00
NAGEL, WALTER	17-03-220-020-1422	42 NATARUS	50.00
NAGUWA, CHARLES M.	14-05-215-015-1319	48 SMITH	50.00
NAGY, DENES	17-10-202-063-1038	42 NATARUS	50.00
NAJERA, SARAH	14-08-310-024-0000	46 SHILLER	50.00
NAKAMOTO, NANCY K.	14-06-405-029-1009	40 O'CONNOR	50.00
NAKAMURA, BEN	13-15-424-033-0000	39 LAURINO	50.00
NAPOLILLO, MARIE R.	17-09-410-014-1581	42 NATARUS	50.00
NARENS, PAULINE P.	17-04-224-049-1013	42 NATARUS	50.00
NARROD, GLORIA	17-03-214-014-1048	42 NATARUS	50.00
NASH, DORIS A.	14-08-203-016-1051	48 SMITH	50.00
NASON, JOHN S.	17-03-204-063-1095	42 NATARUS	50.00
NASSAU, RUTH	14-28-207-004-1439	44 TUNNEY	50.00
NATARUS, BURTON F.	17-09-126-008-0000	50 STONE	50.00
NAUMIEC, EVELYN R.	9-36-419-107-1004	41 DOHERTY	50.00
NEDVED, LUCILLE E.	17-10-203-028-1067	42 NATARUS	50.00
NEIDICH, SARALEE	10-36-117-015-1037	50 STONE	50.00
NEIDOW, ROWENE	14-21-110-020-1255	46 SHILLER	50.00
NEIMS, RUTH	17-03-207-068-1061	42 NATARUS	50.00
NELSEN, JUDITH C.	14-28-318-077-1071	43 DALEY	50.00
NELSON, IVER M.	14-21-307-047-1050	44 TUNNEY	50.00
NELSON, MAE	17-04-209-043-1246	42 NATARUS	50.00
NEMETH, FERENC	12-11-119-023-1029	41 DOHERTY	50.00
NEMIROW, BETTY	17-03-202-065-1109	42 NATARUS	50.00
NERI, RAYMOND	13-31-118-036-1004	36 BANKS	50.00
NESLER, MARIANNE L.	14-28-207-004-1564	44 TUNNEY	50.00
NESSIF, RUBY	17-03-207-061-1204	42 NATARUS	50.00
NETH, NANCY L.	17-04-216-064-1316	42 NATARUS	50.00
NEUERT, PAUL	17-03-227-018-1073	42 NATARUS	50.00
NEUMAN, LAWRENCE	17-03-220-020-1426	42 NATARUS	50.00
NEWFELD, CHARLOTTE A.	14-21-301-028-0000	46 SHILLER	50.00
NEWMAN, FRANCES	17-03-202-063-1039	42 NATARUS	50.00
NEWMAN, MURIEL K.	17-03-208-002-0000	42 NATARUS	50.00
NEWMARK, JAMES H.	17-03-103-028-1219	43 DALEY	50.00
NICHOLAS, B. PHYLLIS	17-10-400-012-1664	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
NICHOLSON, DORIS	20-13-102-029-1098	05 HAIRSTON	50.00
NICKSON, BETTY J.	14-06-212-006-0000	40 O'CONNOR	50.00
NICOLAY, ROBERT C.	14-08-203-001-0000	48 SMITH	50.00
NIEDELSON, MARTIN S.	14-28-318-077-1059	43 DALEY	50.00
NIEDERBAUMER, LYLA	14-21-101-034-1047	46 SHILLER	50.00
NIELSEN, GABRIELLA	9-36-425-051-1013	41 DOHERTY	50.00
NIEMIEC, EILEEN K.	9-36-108-059-1008	41 DOHERTY	50.00
NIEMIEC, JEAN	13-16-117-045-1021	45 LEVAR	50.00
NIMITZ, GEORGE T.	14-05-215-017-1069	48 SMITH	50.00
NIMS, MYRTLE K.	20-14-203-047-1007	05 HAIRSTON	50.00
NISHI, SALLY	14-05-215-015-1189	48 SMITH	50.00
NIXON, DORIS	14-08-203-016-1344	48 SMITH	50.00
NODLAND, JANNA	13-16-115-045-1006	45 LEVAR	50.00
NOLAN, ERNESTINE	14-20-214-018-0000	46 SHILLER	50.00
NOLAND, JOHN D.	17-04-216-064-1450	42 NATARUS	50.00
NOMA, MAUDIE	14-05-215-015-1159	48 SMITH	50.00
NORDSTROM, JUNE E.	13-16-115-042-1012	45 LEVAR	50.00
NORMAN, BETTY J.	14-16-301-041-1529	46 SHILLER	50.00
NORMAN, DORIS A.	14-05-203-011-1171	49 MOORE	50.00
NORMAN, JEAN	14-21-110-020-1165	46 SHILLER	50.00
NORSTROM, FLORENCE C.	17-04-207-086-1280	42 NATARUS	50.00
NORTMAN, ROSE R.	14-05-407-017-1102	48 SMITH	50.00
NORWOOD, HELEN E.	20-12-106-005-0000	04 BECKWINKLE	50.00
NOTHEISEN, MARGARET	17-03-204-063-1023	42 NATARUS	50.00
NOVAK, ARLENE E.	10-36-100-018-1073	50 STONE	50.00
NOVAK, ELIZABETH A.	17-04-207-087-1572	42 NATARUS	50.00
NOVAK, HELEN E.	17-10-401-005-1280	42 NATARUS	50.00
NOVICK, SYLVIA	14-08-203-017-1269	48 SMITH	50.00
NOVIT, NANCY L.	17-03-202-065-1111	42 NATARUS	50.00
NOWAK, GEORGIANA	14-08-203-017-1482	48 SMITH	50.00
NOYCK, GILBERT	10-36-118-005-1111	50 STONE	50.00
NOYES, RICHARD J.	14-28-318-064-1105	43 DALEY	50.00
NUDELMAN, ALVIN	17-10-400-012-1404	42 NATARUS	50.00
NUNEZ, ANNE L.	13-12-222-062-1004	40 O'CONNOR	50.00
NUSINSON, SALLY	14-21-312-047-1014	44 TUNNEY	50.00
O'BRIEN, JOSEPH J.	17-09-410-014-1472	42 NATARUS	50.00
O'CALLAGHAN, PATRICIA J.	14-05-215-017-1314	48 SMITH	50.00
O'CONNELL, WILLIAM F.	17-10-400-012-1745	42 NATARUS	50.00
O'CONNOR, GERALDINE M.	17-04-209-043-1044	42 NATARUS	50.00
O'CONNOR, MARIE	17-03-101-029-1152	43 DALEY	50.00
O'CONNOR, THOMAS J.	17-10-400-012-1296	42 NATARUS	50.00
O'CONNOR, VIRGINIA E.	17-03-102-034-1019	43 DALEY	50.00
O'DONNELL, ANTHONY	17-09-410-014-1779	42 NATARUS	50.00
O'DONNELL, MARGARET M.	17-04-207-087-1245	42 NATARUS	50.00
O'DONNELL, NANCY A.	17-04-208-031-1073	42 NATARUS	50.00
O'DONOGHUE, CATHLEEN E.	14-05-215-015-1111	48 SMITH	50.00
O'KEEFE, MILDRED E.	14-21-111-007-1501	46 SHILLER	50.00
O'LEARY, FRANKLIN A.	14-21-110-020-1093	46 SHILLER	50.00
O'MALLEY, MARTIN J.	13-18-409-074-1080	38 ALLEN	50.00
O'MEARA, JUNE F.	12-14-112-025-1034	36 BANKS	50.00
O'NEAL, ANN M.	19-19-209-048-1005	23 ZALEWSKI	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
O'NEILL, MARGARET	14-33-400-042-1067	43 DALEY	50.00
O'NEILL, MARGARET D.	9-36-411-034-1005	41 DOHERTY	50.00
O'NEILL, RAYMOND E.	17-03-202-072-1039	42 NATARUS	50.00
O'ROURKE, ALICE M.	13-31-124-049-1001	36 BANKS	50.00
O'ROURKE, JAMES G.	14-16-304-039-1207	46 SHILLER	50.00
O'SHEA MARY F.	17-10-400-012-1143	42 NATARUS	50.00
O'SULLIVAN, KATHLEEN J.	14-21-111-007-1393	46 SHILLER	50.00
O'TOOLE, MARY B.	12-12-202-087-1011	41 DOHERTY	50.00
O'TOOLE, ROBERT D.	14-08-203-017-1169	48 SMITH	50.00
OBERHARDT, ROBERT N.	9-36-411-034-1023	41 DOHERTY	50.00
OBERTO, MARGUERITE D.	17-03-227-022-1132	42 NATARUS	50.00
OBRIEN, CHARLOTTE	14-08-203-001-0000	48 SMITH	50.00
ODWAZNY, MAE	13-15-404-036-1007	39 LAURINO	50.00
OGASAWARA, MINORU	20-13-102-029-3333	05 HAIRSTON	50.00
OGDEN, MARIE	14-28-200-003-1027	44 TUNNEY	50.00
OGE, SIMERINE	20-11-329-001-0000	05 HAIRSTON	50.00
OLAH, GERTRUDE	13-18-411-006-1000	38 ALLEN	50.00
OLBEY, WILFRED R.	20-34-413-024-0000	06 LYLE	50.00
OLCZYK, HELENA	13-09-328-059-1008	45 LEVAR	50.00
OLEARCZYK, WACLAWA	13-16-116-031-1010	45 LEVAR	50.00
OLIN, LARRY G.	17-03-201-063-0000	42 NATARUS	50.00
OLIVER, MARGARET	13-18-409-033-1048	38 ALLEN	50.00
OLIVER, MARY	2-34-413-060-0000	06 LYLE	50.00
OLKEN, BARBARA D.	14-16-301-041-1163	46 SHILLER	50.00
OLSON, CECELIA L.	9-36-425-050-1027	41 DOHERTY	50.00
OLSZEWSKI, LEOKADIA	13-08-420-039-1009	45 LEVAR	50.00
OLVERA, OFELIA R.	12-24-100-111-1008	36 BANKS	50.00
OLZESKI, LUCILLE	12-12-202-087-1030	41 DOHERTY	50.00
OPPENHEIM, MARY G.	17-10-400-012-1409	42 NATARUS	50.00
ORBACH, HYMAN G.	14-16-301-041-1418	46 SHILLER	50.00
ORDEN, ALEX	20-14-216-002-0000	05 HAIRSTON	50.00
ORENSTEIN, EVA	10-36-100-018-1248	50 STONE	50.00
ORIA, VALENTINE J.	14-21-111-007-1716	46 SHILLER	50.00
ORLISS, JOYCE A.	17-10-401-014-1317	42 NATARUS	50.00
OROZCO, NANCY E.	14-05-203-011-5462	49 MOORE	50.00
ORSATTI, ADAM	12-14-101-053-1006	36 BANKS	50.00
ORTHEL, CLEO V.	14-05-215-017-1165	48 SMITH	50.00
ORTIZ, EVERETT M.	14-28-309-031-1134	43 DALEY	50.00
ORTOLEVA, ELEANOR A.	13-09-317-028-1003	45 LEVAR	50.00
OSBORNE, DAVID	17-10-400-012-1439	42 NATARUS	50.00
OSHANA, ALICE V.	13-11-420-040-1002	39 LAURINO	50.00
OSIMOWICZ, GERALDINE H.	14-28-318-064-0000	43 DALEY	50.00
OSMANSKI, MARY G.	14-08-203-001-0000	48 SMITH	50.00
OSTER, CHARLOTTE A.	14-28-207-004-1353	44 TUNNEY	50.00
OSTER, MORTON H.	17-10-200-068-1066	42 NATARUS	50.00
OSTRIN, GENE	14-21-101-035-1113	46 SHILLER	50.00
OTVOS, ROBERT P.	14-33-400-042-1330	43 DALEY	50.00
OVCHARCHYN, STEPHANIE	12-11-117-030-1008	41 DOHERTY	50.00
OZMON, NAT P.	17-03-103-028-1232	43 DALEY	50.00
PAAS, WALTER	17-03-220-020-1039	42 NATARUS	50.00
PAGE, GEORGIA	17-03-200-063-1086	42 NATARUS	50.00

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SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
PAGOUNIS, OURANIA	13-12-200-048-0000	40 O'CONNOR	50.00
PAHL, HENRY A.	13-01-120-031-0000	50 STONE	50.00
PAHLE, WILLIAM F.	17-03-200-066-1085	42 NATARUS	50.00
PAKIN, SHERWIN E.	14-05-215-015-1327	48 SMITH	50.00
PALESH, HELEN	13-08-310-059-1015	45 LEVAR	50.00
PALINSKY, HIROKO	17-04-216-064-1004	42 NATARUS	50.00
PALLONE, BONITA J.	14-21-111-007-1401	46 SHILLER	50.00
PALMER, MARIAN R.	14-05-215-015-1068	48 SMITH	50.00
PALUMBO, ANAROSE L.	14-05-211-016-1014	48 SMITH	50.00
PANCZKO, JULIANNA	12-11-310-071-1021	41 DOHERTY	50.00
PANKO, STEPHEN M.	17-03-220-020-1165	42 NATARUS	50.00
PANNIER, JOUREENE R.	14-08-203-001-0000	48 SMITH	50.00
PANOS, SONYA	14-21-100-018-1051	46 SHILLER	50.00
PANTAROTTO, PETER L.	17-10-401-005-1380	42 NATARUS	50.00
PANTAZELOS, BESSIE	14-05-407-015-1019	48 SMITH	50.00
PAOLI, RAFAEL R.	13-30-133-043-1002	36 BANKS	50.00
PAPADAKIS, JOVANNA	17-04-216-064-1304	42 NATARUS	50.00
PAPAS, ELIZABETH J.	13-08-420-038-1011	45 LEVAR	50.00
PAPOUTSAKIS, ARENISIA	14-08-408-035-0000	48 SMITH	50.00
PAREDES, JOSE J.	13-31-118-040-1021	36 BANKS	50.00
PARKER, HEDWIG	14-16-301-041-1777	46 SHILLER	50.00
PARKER, IRMA	14-16-304-039-1093	46 SHILLER	50.00
PARKER, MARGARET D.	17-10-400-012-1149	42 NATARUS	50.00
PARKIN, LOUISE	17-03-103-028-1151	43 DALEY	50.00
PARKS, CORNELIA	20-34-413-024-0000	06 LYLE	50.00
PARMLEY, CAROLYN J.	13-18-409-074-1105	38 ALLEN	50.00
PARNELL, ELLEN	14-21-307-047-1169	44 TUNNEY	50.00
PARR, ARTHUR	14-06-213-014-0000	40 O'CONNOR	50.00
PARRILLO, WILLIAM	10-31-409-062-1038	41 DOHERTY	50.00
PARSONS, MARY ALICE	14-08-203-001-0000	48 SMITH	50.00
PASCUAS, NEMESIA H.	14-21-101-034-1187	46 SHILLER	50.00
PASSMAN, ANNE G.	17-03-101-029-1072	43 DALEY	50.00
PASSMAN, TONI FREED	17-10-202-063-1049	42 NATARUS	50.00
PASSMORE, HAYMON	20-24-420-001-0000	05 HAIRSTON	50.00
PASTORINO, MARIE A.	12-24-100-111-1040	36 BANKS	50.00
PATTERSON, RUTH	20-14-201-079-1048	05 HAIRSTON	50.00
PATTON, JOHN M.	14-21-110-020-1579	46 SHILLER	50.00
PAUL, HELEN M.	14-21-110-020-1084	46 SHILLER	50.00
PAUL, JANICE Z.	17-03-222-018-0000	42 NATARUS	50.00
PAULSON, ADE	14-16-301-041-1426	46 SHILLER	50.00
PAVIA, MARK A.	17-03-214-014-1106	42 NATARUS	50.00
PAWLOWSKI, LUCIAN	12-11-310-070-1032	41 DOHERTY	50.00
PAWLOWSKI, MARY	13-06-110-051-1006	41 DOHERTY	50.00
PEARSE, CLAIRE	17-03-222-023-1214	42 NATARUS	50.00
PEARSON, GERALDINE J.	12-11-102-115-1011	41 DOHERTY	50.00
PECHTER, LILLIAN	10-36-120-003-1214	50 STONE	50.00
PECK, DONALD V.	17-03-214-014-1091	42 NATARUS	50.00
PECK, EMMETT J.	12-03-211-030-0088	42 NATARUS	50.00
PECK, RICHARD W.	17-10-401-014-1424	42 NATARUS	50.00
PECKLER, FLORENCE	14-28-207-004-1224	44 TUNNEY	50.00
PEISER, CY	14-08-203-017-1529	48 SMITH	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
PEISER, NATALIE	14-21-307-047-1018	44 TUNNEY	50.00
PELKA, WANDA P.	12-23-224-043-1018	36 BANKS	50.00
PELLETIER, MARY ELIZABETH	14-08-203-016-1463	48 SMITH	50.00
PELTZ, SEAMEN & DEVORAH	10-36-100-018-1171	50 STONE	50.00
PENAHERRERA, GEORGE E.	14-05-215-017-1394	48 SMITH	50.00
PENN, PATRICIA	14-28-200-004-1088	44 TUNNEY	50.00
PENNER, JOYCE E.	14-16-301-041-1769	46 SHILLER	50.00
PENTONEY, MARIA J.	14-28-207-004-1202	44 TUNNEY	50.00
PENYICH, DOBRILA	13-08-430-083-1009	45 LEVAR	50.00
PEPPLER, ALICE H.	14-05-215-015-1020	48 SMITH	50.00
PERALTA, DORA E.	14-21-307-047-1053	44 TUNNEY	50.00
PEREZ, FRANCISCO	13-31-118-034-1001	36 BANKS	50.00
PERKINS, MORVAL E.	17-03-204-063-1096	42 NATARUS	50.00
PERKOVICH JR., MARK J.	14-33-423-048-1217	43 DALEY	50.00
PERLOWSKY, ESTHER H.	10-36-416-040-1009	50 STONE	50.00
PERRES, SYLVIA	14-28-207-004-1069	44 TUNNEY	50.00
PERRY, BERNICE Y.	20-34-413-024-0000	06 LYLE	50.00
PERUZZATO, ALBERT	13-06-110-050-1046	41 DOHERTY	50.00
PESKIND, IRA J.	17-04-424-051-1419	42 NATARUS	50.00
PESZEK, ESTHER	12-23-224-043-1012	36 BANKS	50.00
PETAK, DOROTHY	17-10-401-005-1234	42 NATARUS	50.00
PETERSON, ERNEST V.	17-04-207-087-1462	42 NATARUS	50.00
PETERSON, ETHEL	17-10-400-012-1751	42 NATARUS	50.00
PETERSON, GERALDINE E.	13-18-409-074-1124	38 ALLEN	50.00
PETERSON, MARILYN	13-15-411-025-1006	39 LAURINO	50.00
PETERSON, ROBERT	14-05-215-017-1283	48 SMITH	50.00
PETKOS, MIKE	13-12-204-050-0000	40 O'CONNOR	50.00
PETRONE, FRANK R.	17-10-401-014-1075	42 NATARUS	50.00
PETROS, COSTAS G.	14-21-110-020-1232	46 SHILLER	50.00
PETROVIC, SVETLANA	13-08-430-083-1002	45 LEVAR	50.00
PHILBIN, NOREINE D.	13-10-200-026-1205	39 LAURINO	50.00
PHILIPSBORN, BETTY	17-10-200-068-1191	42 NATARUS	50.00
PHILLIPS, BERTHA S.	12-24-100-111-1031	36 BANKS	50.00
PHILLIPS, HELEN	12-12-202-084-1012	41 DOHERTY	50.00
PIEPHO, NEVA J.	17-04-216-064-1025	42 NATARUS	50.00
PIERCE, JAMES V.	17-04-207-086-1356	42 NATARUS	50.00
PIERRE-LOUIS, NINA	14-08-407-022-1038	48 SMITH	50.00
PILARCZYK, ANNA Z.	13-09-328-062-1018	45 LEVAR	50.00
PINKSTON, ISABELLA	20-23-124-019-0000	05 HAIRSTON	50.00
PINZUR, SAM	17-03-103-028-1024	43 DALEY	50.00
PIPITONE, EVA M.	12-11-119-019-1010	41 DOHERTY	50.00
PITCHER, JOANN A.	14-28-200-004-1202	44 TUNNEY	50.00
PITETSKA, MAYA	14-20-214-018-0000	46 SHILLER	50.00
PITTS, DOROTHY L.	20-34-413-024-0000	06 LYLE	50.00
PIZZO, ROSA	13-06-110-054-1020	41 DOHERTY	50.00
PLANK, ALOIS	13-16-116-031-1016	45 LEVAR	50.00
PLOTNICK, MARY	14-28-207-004-1200	44 TUNNEY	50.00
POCIASK, HELEN	9-36-411-034-1007	41 DOHERTY	50.00
POCIASK, NATALIE	9-36-411-034-1008	41 DOHERTY	50.00
POCIASK, TONY	9-36-425-052-1013	41 DOHERTY	50.00
PODSUDEK, ANITA	14-06-214-017-0000	40 O'CONNOR	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
POLACEK, KATHLEEN	17-04-209-043-1019	42 NATARUS	50.00
POLAN, JOSEPHINE	12-01-401-041-1011	41 DOHERTY	50.00
POLISE, ELSIE M.	14-08-203-001-0000	48 SMITH	50.00
POLK, ETHEL	14-33-414-044-1176	43 DALEY	50.00
POLLACK, MARY	14-05-215-015-1016	48 SMITH	50.00
POLLACK, SUZANNE M.	17-10-219-027-1023	42 NATARUS	50.00
POLLYEA, MIRIAM	17-03-200-063-1206	42 NATARUS	50.00
POMERANTZ, MARCIA	14-21-306-038-1035	44 TUNNEY	50.00
PONCE, REMEDIOS Y.	14-21-101-034-1148	46 SHILLER	50.00
PONTARELLI, RAYMOND W.	17-04-207-087-1519	42 NATARUS	50.00
POPOVA, RUJA	13-09-328-058-1030	45 LEVAR	50.00
POPP, MARTHA	9-36-425-050-1018	41 DOHERTY	50.00
PORT, VERA	14-16-301-041-1289	46 SHILLER	50.00
PORTER, DEARLEAN A.	20-14-202-076-1526	05 HAIRSTON	50.00
POSEY, ZENOBIA P.	20-34-413-024-1212	06 LYLE	50.00
POSNER-POWELL, MARY T.	14-28-200-003-1006	44 TUNNEY	50.00
POSNER, ELIZABETH M.	17-03-220-020-1205	42 NATARUS	50.00
POSTERNACK, RUTH	14-08-203-017-1314	48 SMITH	50.00
POSTILION, DIANE D.	14-08-203-001-0000	48 SMITH	50.00
POTERACKI, MARGARET M.	13-09-328-067-1010	45 LEVAR	50.00
POTTAGE, HELEN	17-10-200-068-1228	42 NATARUS	50.00
POULOS, NICK	17-10-200-068-1248	42 NATARUS	50.00
POUR, MARCELLE M.	14-21-106-017-0000	46 SHILLER	50.00
POWELL, DONALD D.	17-03-222-018-0000	42 NATARUS	50.00
POWELL, ROBERT E.	17-03-208-002-0000	42 NATARUS	50.00
POWER, THOMAS J.	12-11-310-070-1050	41 DOHERTY	50.00
POWERS, BESSIE	13-09-328-060-1013	45 LEVAR	50.00
POWERS, NANCY R.	17-04-222-062-1042	42 NATARUS	50.00
POWLEDGE, DOROTHY	20-23-124-019-0000	05 HAIRSTON	50.00
PRAHL, ELEANOR R.	19-21-102-031-0000	13 OLIVO	50.00
PRANICA, HELGA	11-31-214-055-1013	49 MOORE	50.00
PRATH, LEO R.	14-16-301-041-1193	46 SHILLER	50.00
PRENDERGAST, ANDREW C.	13-09-317-034-1008	45 LEVAR	50.00
PRICE, PATRICK J.	19-20-101-067-1003	23 ZALEWSKI	50.00
PRIDGEN, RUTHIE M.	20-23-124-019-0000	05 HAIRSTON	50.00
PRIEST, DENNIS F.	17-04-207-086-1104	42 NATARUS	50.00
PRIESTER, HELEN	17-10-401-005-1293	42 NATARUS	50.00
PRIKO, LOUISE G.	14-16-301-041-1168	46 SHILLER	50.00
PRIO, FRANCES M.	17-03-207-068-1141	42 NATARUS	50.00
PRITKIN, MARVIN E.	17-03-226-065-1220	42 NATARUS	50.00
PRITKIN, RENEE Z.	17-10-105-014-1077	42 NATARUS	50.00
PRITZKER, MARIAN	17-03-208-005-0000	42 NATARUS	50.00
PROEH, CELIA	14-21-110-020-1317	46 SHILLER	50.00
PROESSNER, KARL M.	13-03-219-054-0000	39 LAURINO	50.00
PROSS, FLORENCE	13-31-118-034-1004	36 BANKS	50.00
PRUESSER, RITA J.	13-10-200-020-1014	39 LAURINO	50.00
PRUS, BERNICE	13-08-428-041-1034	45 LEVAR	50.00
PRZEBOROWSKI, JEANNETTE	19-19-202-077-1004	23 ZALEWSKI	50.00
PRZEPALKOWSKI, JEAN	14-21-111-007-1274	46 SHILLER	50.00
PUCKETT, IRENE	14-21-111-007-1705	46 SHILLER	50.00
PUNZALAN, AURORA E.	17-03-225-078-1143	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
QUAADMAN, JOHN L.	17-03-204-063-1046	42 NATARUS	50.00
QUARLES, LAWRENCE	20-34-413-024-0000	06 LYLE	50.00
QUICK, HELENEMARIE	14-08-408-029-0000	48 SMITH	50.00
QUILLIN, ELIZABETH	13-16-115-045-1012	45 LEVAR	50.00
QUIMBY, JOYCE S.	14-16-301-041-1771	46 SHILLER	50.00
QUINN, MARGARET M.	14-33-400-042-1118	43 DALEY	50.00
QUINN, MARY L.	13-18-409-033-1027	38 ALLEN	50.00
QUIRK, FRANCES	13-08-311-047-1014	45 LEVAR	50.00
QUIST, SHIRLEY	13-15-412-026-1005	39 LAURINO	50.00
RABAN, FRANCES	14-21-305-030-1106	46 SHILLER	50.00
RABIN, ANN	14-21-111-007-1182	46 SHILLER	50.00
RABIN, PEARL	17-03-202-065-1106	42 NATARUS	50.00
RABINSKY, HELENE	14-28-201-015-1153	44 TUNNEY	50.00
RABULINSKI, ELAINE R.	17-09-410-014-1725	42 NATARUS	50.00
RABUSHKA, SANFORD E.	17-10-202-083-1080	42 NATARUS	50.00
RACHOFSKY, ANNETTE F.	14-05-211-016-1021	48 SMITH	50.00
RADEMACHER, NANCY M.	17-09-410-014-1491	42 NATARUS	50.00
RADKO, THERESA	17-04-216-064-1106	42 NATARUS	50.00
RADLOWSKI, HELEN M.	12-11-122-008-1003	41 DOHERTY	50.00
RADZICKI, LUCILLE	14-28-201-015-1106	44 TUNNEY	50.00
RAFFERTY, PAUL E.	17-09-410-014-1316	42 NATARUS	50.00
RAGINS, ADELE	17-03-214-014-1105	42 NATARUS	50.00
RAIDONIS, ALBERT	14-21-307-047-1148	44 TUNNEY	50.00
RAKOCHEVICH, ADINA	14-28-206-005-1046	44 TUNNEY	50.00
RAKSTANG, SHIRLEY M.	14-08-203-015-1004	48 SMITH	50.00
RALLO, FLORENCE	19-20-101-067-1008	23 ZALEWSKI	50.00
RAMSEY, CLARENCE	14-05-403-021-1096	48 SMITH	50.00
RANDAZZO, JEAN	9-36-425-051-1022	41 DOHERTY	50.00
RANDELL, RUTH K.	14-21-305-030-1136	46 SHILLER	50.00
RANGE, MARY J.	17-03-222-020-0000	42 NATARUS	50.00
RAPPAPORT, ESTHER	10-36-120-003-1161	50 STONE	50.00
RAPPAPORT, ROCHELLE	11-29-308-020-1005	49 MOORE	50.00
RATARAC, DUKE AND ANKICA	12-11-115-022-1030	41 DOHERTY	50.00
RATNER, EUNICE	17-03-226-065-1199	42 NATARUS	50.00
RAVEN, NORMA	17-04-207-086-1320	42 NATARUS	50.00
RAY, ERNESTINE	20-14-202-076-1014	05 HAIRSTON	50.00
RAY, MONNA J.	14-28-322-038-1171	43 DALEY	50.00
RAYNER, ALICE L.	20-13-102-029-1201	05 HAIRSTON	50.00
REED, MARY L.	17-03-101-029-1141	43 DALEY	50.00
REGAN, THOMAS C.	12-12-202-087-1003	41 DOHERTY	50.00
REGNER, BARBARA M.	14-05-407-017-1499	48 SMITH	50.00
REHKOPF, PAULINE M.	14-33-422-068-1068	43 DALEY	50.00
REICH, PHILLIP I.	14-05-215-015-1151	48 SMITH	50.00
REID, ROGER R.	14-05-211-021-1149	48 SMITH	50.00
REIFLER, RICHARD	17-04-424-051-1406	42 NATARUS	50.00
REINACH, CHARLOTTE J.	14-06-405-029-1007	40 O'CONNOR	50.00
REITER, DAVID J.	13-06-110-052-1007	41 DOHERTY	50.00
REITH, DOROTHY	11-29-308-018-1041	49 MOORE	50.00
REMISH, ALEXANDER	10-36-100-018-1124	50 STONE	50.00
RESCH, MARY L.	14-05-215-017-1273	48 SMITH	50.00
RETEK, JANOS	20-13-102-029-1137	05 HAIRSTON	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
RETZLOFF, LOIS	65-49-873-216-0000	46 SHILLER	50.00
REULEIN, INGA E.	10-31-409-062-1035	41 DOHERTY	50.00
REYES, DELORES J.	17-10-400-012-1851	42 NATARUS	50.00
REYNOLDS, MARY	13-16-117-045-1018	45 LEVAR	50.00
REYNOLDS, MARY T.	14-28-204-010-1188	44 TUNNEY	50.00
RHONE, BARBARA T.	20-34-413-024-0000	06 LYLE	50.00
RIAL, CONSTANCE	17-03-220-020-1435	42 NATARUS	50.00
RICE, DOROTHY K.	17-04-222-062-1207	42 NATARUS	50.00
RICH, S. JUDITH	14-28-320-030-1149	43 DALEY	50.00
RICHARDS, JOAN	17-03-227-018-1117	42 NATARUS	50.00
RICHEY, PARK E.	14-21-110-020-1563	46 SHILLER	50.00
RICHMAN, DONALD I.	17-10-401-014-1132	42 NATARUS	50.00
RICKHOFF, WILLIAM L. & ROMAYNE L.	17-04-216-064-1239	42 NATARUS	50.00
RIEBANDT, CHESTER	14-28-207-004-1060	44 TUNNEY	50.00
RIERA, ROGELIO	14-28-200-004-1025	44 TUNNEY	50.00
RIES, ANITA	9-36-108-057-1012	41 DOHERTY	50.00
RIES, ILSE	17-03-108-016-1117	43 DALEY	50.00
RIGGAN, BYRON W.	14-21-111-007-1597	46 SHILLER	50.00
RINALDI, ANGELA	14-08-203-015-1051	48 SMITH	50.00
RINGA, GERALDINE	9-36-411-034-1004	41 DOHERTY	50.00
RINGER, PAULINE W.	20-11-206-058-0000	04 PRECKWINKLE	50.00
RINOZZI, VIRGINIA	9-36-112-031-1002	41 DOHERTY	50.00
RIPPEL, PATRICIA A.	17-10-400-012-1113	42 NATARUS	50.00
RIPPS, JEANNE	17-03-220-020-1362	42 NATARUS	50.00
RISSMAN, BURTON R.	17-03-226-065-1082	42 NATARUS	50.00
RISTIC, LILIANA	14-05-215-017-1415	48 SMITH	50.00
RISTICH, VERA	13-08-430-083-1014	45 LEVAR	50.00
RIVADENEIRA, ELBA	11-31-114-023-1023	50 STONE	50.00
ROBBINS, AUDREY	17-03-215-013-1089	42 NATARUS	50.00
ROBBINS, RUTH	17-10-401-005-1050	42 NATARUS	50.00
ROBERTS, BARBARA A.	10-31-409-060-1029	41 DOHERTY	50.00
ROBERTS, FRANCES	13-31-107-024-1129	36 BANKS	50.00
ROBERTS, MARY	20-34-413-024-0000	06 LYLE	50.00
ROBERTS, STELLA M.	14-05-215-017-1070	48 SMITH	50.00
ROBICSEK, OTTO A.	17-03-222-015-0000	42 NATARUS	50.00
ROBIN, ALBERT	17-03-202-061-1128	42 NATARUS	50.00
ROBIN, RENEE	14-08-203-016-1053	48 SMITH	50.00
ROBINSON, ALEXANDER P.	17-10-401-005-1150	42 NATARUS	50.00
ROBINSON, LORRAINE E.	14-05-407-015-1104	48 SMITH	50.00
ROBINSON, LOUISE M.	20-11-313-026-1001	05 HAIRSTON	50.00
ROCHON, ALLEN J.	12-14-112-025-1200	36 BANKS	50.00
ROCHWICK, LILA J.	12-14-112-025-1048	36 BANKS	50.00
RODIN, ANNI	14-28-318-064-1300	43 DALEY	50.00
RODIN, BRINA K.	14-05-407-016-1092	48 SMITH	50.00
RODKIN, HENRY H.	17-03-201-066-1009	42 NATARUS	50.00
RODMAN, YETTA R.	14-05-407-016-1008	48 SMITH	50.00
ROGERS, EUGENE J.	17-03-201-066-1012	42 NATARUS	50.00
ROGERS, HARRY M.	20-13-102-029-1194	05 HAIRSTON	50.00
ROGERS, VIVIAN R.	14-05-211-016-1069	48 SMITH	50.00
ROHDE, HARRY Q.	17-09-410-014-1395	42 NATARUS	50.00
ROKICKI, ROBERT A.	13-08-313-018-1002	45 LEVAR	50.00

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SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
ROMAN, FLORENCE	14-18-204-025-0000	39 LAURINO	50.00
ROMANO, MICHAEL	14-08-403-028-1164	48 SMITH	50.00
ROMANO, MITZI K.	14-08-202-017-1026	48 SMITH	50.00
ROMZ, MILDRED R.	14-21-111-007-1352	46 SHILLER	50.00
ROMZA, DANIEL F.	13-18-409-034-1013	38 ALLEN	50.00
RONES, CHRIS C.	14-17-407-053-1014	46 SHILLER	50.00
RONK, ROBERT	17-04-209-043-1182	42 NATARUS	50.00
RONNEY, EDWARD J.	17-10-401-005-1499	42 NATARUS	50.00
ROSA, VICTORIA	14-08-408-029-0000	46 SHILLER	50.00
ROSE, MARVIN	17-10-208-014-1162	42 NATARUS	50.00
ROSE,LILY S.	14-05-215-015-1131	48 SMITH	50.00
ROSEN, FRANCES	10-36-100-018-1125	50 STONE	50.00
ROSENBAUM, ADELE	10-36-100-018-1223	50 STONE	50.00
ROSENBAUM, DON	17-03-103-028-1121	43 DALEY	50.00
ROSENBERG, ADELE	17-10-200-068-1195	42 NATARUS	50.00
ROSENBERG, GLORIA J.	14-06-219-013-0000	40 O'CONNOR	50.00
ROSENBERG, JEANETTE	14-16-301-041-1087	46 SHILLER	50.00
ROSENBERG, MICHAEL	14-21-106-043-1003	46 SHILLER	50.00
ROSENBERG, NORMA K.	17-03-227-022-1156	42 NATARUS	50.00
ROSENBERG, SELMA	10-36-120-003-7100	50 STONE	50.00
ROSENBERG, VIVIAN	17-10-400-012-1571	42 NATARUS	50.00
ROSENBLATT, LIBBY	14-08-403-028-1191	48 SMITH	50.00
ROSENBLOOM, ALFRED A.	17-03-215-013-1307	42 NATARUS	50.00
ROSENBLOOM, HILDA	14-28-200-004-1028	44 TUNNEY	50.00
ROSENBLUM, LOUIS	17-03-105-011-0000	43 DALEY	50.00
ROSENTHAL, ESTELLE L.	14-28-200-004-1183	44 TUNNEY	50.00
ROSENTHAL, JEROLD I.	17-03-222-020-0000	42 NATARUS	50.00
ROSIN, SONDRA L.	14-21-101-034-1130	46 SHILLER	50.00
ROSNER, JOAN	11-32-111-014-0000	49 MOORE	50.00
ROSNER, LAWRENCE	14-16-301-041-1585	46 SHILLER	50.00
ROSS, EVANDER	20-34-413-024-0000	06 LYLE	50.00
ROSS, HARRIET	10-25-427-017-0000	50 STONE	50.00
ROSS, HARRY	10-36-100-018-1180	50 STONE	50.00
ROSS, JIMMYE M.	14-16-304-042-1094	46 SHILLER	50.00
ROSS, KATHERINE T.	17-10-400-012-1338	42 NATARUS	50.00
ROSS, MARY	11-30-307-207-1063	49 MOORE	50.00
ROSS, ROSE	14-21-110-020-1194	46 SHILLER	50.00
ROSS, RUTH G.	14-21-111-007-1687	46 SHILLER	50.00
ROSSING, FRANCES M.	13-18-410-035-1026	38 ALLEN	50.00
ROTH, MARIAN K.	17-04-209-043-1010	42 NATARUS	50.00
ROTH, PHILLIP	14-33-404-026-1030	43 DALEY	50.00
ROTH, SANDRA	14-28-103-055-1018	44 TUNNEY	50.00
ROTHBART, MADELEINE S.	14-21-101-035-1191	46 SHILLER	50.00
ROTHE, EDWARD W.	17-04-450-035-1006	42 NATARUS	50.00
ROTHSTEIN, GAIL P.	14-05-215-015-1170	48 SMITH	50.00
ROTHSTEIN, MYLES	14-05-215-015-1230	48 SMITH	50.00
ROTTER, ALICE E.	12-11-119-023-1017	41 DOHERTY	50.00
ROTTO, ALBERTA	14-21-110-020-1274	46 SHILLER	50.00
ROUSE, CAROLYNN	14-05-203-011-1372	49 MOORE	50.00
ROWE, JACK G.	13-18-409-074-1066	38 ALLEN	50.00
ROY, DAVID T.	20-12-113-051-1003	05 HAIRSTON	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
ROYTBURD, ANATOLIY	14-20-214-018-0000	46 SHILLER	50.00
ROZYCKI, JOANNA	14-21-305-030-1116	46 SHILLER	50.00
RUBEL, GERALD	17-10-202-063-1154	42 NATARUS	50.00
RUBEN, EARL L.	10-36-100-018-1193	50 STONE	50.00
RUBENSTEIN, JEAN	17-03-111-009-1017	43 DALEY	50.00
RUBIN, BEVERLY M.	10-36-100-018-1250	50 STONE	50.00
RUBIN, HERBERT	14-28-207-004-1400	44 TUNNEY	50.00
RUBIN, VERA G.	17-04-207-086-1321	42 NATARUS	50.00
RUBINELLI, JOSEPH D.	17-03-101-022-0000	43 DALEY	50.00
RUBY, IRWIN & BERNICE	14-05-407-017-1013	48 SMITH	50.00
RUDERMAN, DOROTHY	17-03-201-066-1081	42 NATARUS	50.00
RUSCKO, IRENE H.	19-18-215-042-1003	23 ZALEWSKI	50.00
RUSNAK, CAROLYN D.	7-03-107-019-1087	42 NATARUS	50.00
RUSSELL, ALMA V.	20-11-114-068-1002	04 PRECKWINKLE	50.00
RUSSELL, EVELYN A.	14-21-110-020-1166	46 SHILLER	50.00
RUSSELL, MAYNARD	17-10-401-005-1675	42 NATARUS	50.00
RUSSO, BETTY J.	9-36-425-051-1003	41 DOHERTY	50.00
RUSSO, LOUIS	10-36-117-015-1031	50 STONE	50.00
RUTZKY, ALDORA	14-05-407-015-1076	48 SMITH	50.00
RUTZKY, ANITA	20-13-102-029-1033	05 HAIRSTON	50.00
RUZICKA, JOHN	13-12-231-053-1005	40 O'CONNOR	50.00
RYAN, ALLAN E.	14-08-203-001-0000	48 SMITH	50.00
RYBICKI, HARRY S.	13-08-430-083-1017	45 LEVAR	50.00
RYNDWECER, SYBIL J.	17-03-204-063-1074	42 NATARUS	50.00
RYSZKA, HELEN T.	13-06-203-053-1004	41 DOHERTY	50.00
SABO, IRENE	12-14-112-025-1011	36 BANKS	50.00
SACKS, TERENCE J.	11-30-413-030-1001	49 MOORE	50.00
SADLER, LILLIAN M	12-11-121-035-1016	41 DOHERTY	50.00
SAGAN, ANN	9-36-411-034-1010	41 DOHERTY	50.00
SAGER, MELANY	14-08-310-024-0000	46 SHILLER	50.00
SAHAGIAN, VIRGINIA	13-30-101-036-1008	36 BANKS	50.00
SAKAI, HENRY	17-04-211-033-1066	42 NATARUS	50.00
SAKAMOTO, FUMIYO	14-05-215-015-1336	48 SMITH	50.00
SALATA, GEORGE L.	13-08-428-041-1044	45 LEVAR	50.00
SALK, JOEL I.	17-03-211-030-1099	42 NATARUS	50.00
SALK, MILDRED	17-10-200-068-1077	42 NATARUS	50.00
SALTER, JAMES	20-34-413-024-1818	06 LYLE	50.00
SALTIEL, NATALIE	14-16-301-041-1827	46 SHILLER	50.00
SALTZMAN, MIRIAM	10-36-118-005-1060	50 STONE	50.00
SALTZMAN, SHIRLEY	17-03-226-065-1111	42 NATARUS	50.00
SAMBROWITZ, RUTH E.	13-18-409-069-1009	38 ALLEN	50.00
SAMET, CHARLES W.	14-28-200-004-1147	44 TUNNEY	50.00
SAMLAN, EDYTHE	14-05-215-015-1041	48 SMITH	50.00
SAMPSON, LILLIAN	17-10-400-012-1369	42 NATARUS	50.00
SAMUELS, A. SUE	17-04-413-021-1025	42 NATARUS	50.00
SAMUELS, IRIS	14-28-200-003-1136	44 TUNNEY	50.00
SAN MARTIN, MARY ANN	17-03-220-020-1013	42 NATARUS	50.00
SANDBERG, ALICE L.	17-10-401-005-1632	42 NATARUS	50.00
SANDEFUR, ALMA R.	13-19-431-034-1056	36 BANKS	50.00
SANDERS, HOWARD B.	20-34-413-024-0000	06 LYLE	50.00
SANDERS, JACQUELYN	20-14-223-032-0000	05 HAIRSTON	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SANDLOW, PEARL B.	14-28-206-005-1013	44 TUNNEY	50.00
SANDORS, JOHN H.	14-08-203-001-0000	48 SMITH	50.00
SANDS, ARLINE	14-08-203-015-1380	48 SMITH	50.00
SANGERMAN, ROSANNE	14-05-211-024-1130	48 SMITH	50.00
SANGHVI, MANOJ K.	14-21-307-047-1142	44 TUNNEY	50.00
SANNICANDRO, THERESA	9-36-411-034-1011	41 DOHERTY	50.00
SANTANGELO, MARIO V.	17-03-103-028-1214	43 DALEY	50.00
SAPANARO, DINNE R.	9-36-112-028-1006	41 DOHERTY	50.00
SAPONAR, SHIRLEY E.	10-25-328-008-1058	50 STONE	50.00
SAPSTEIN, PAUL	14-28-200-003-1094	44 TUNNEY	50.00
SAREWICH, PAUL W.	13-16-116-031-1036	45 LEVAR	50.00
SARNA, WALTER T.	14-33-208-028-1414	43 DALEY	50.00
SARNAT, EDNA S.	20-12-104-002-0000	04 PRECKWINKLE	50.00
SASS, HERBERT W.	11-30-322-038-1005	49 MOORE	50.00
SATO, AYA Y.	14-05-403-019-1103	48 SMITH	50.00
SATTER, GERTRUDE S.	10-36-100-018-1036	50 STONE	50.00
SAUNDERS, GEORGE L.	17-03-208-002-0000	42 NATARUS	50.00
SAUTER, MARY LOU	19-19-214-025-1002	23 ZALEWSKI	50.00
SAVERINO, JOLIE	14-05-403-022-1064	48 SMITH	50.00
SAVICH, BORISAVA	14-28-200-003-1131	44 TUNNEY	50.00
SAVITZKY, GENIA	10-36-119-003-1136	50 STONE	50.00
SAX, ARLINE D.	17-10-400-012-1141	42 NATARUS	50.00
SAXON, JOYCE R.	14-33-422-069-1020	43 DALEY	50.00
SAYAD, VIRGINIA	11-30-307-213-1017	49 MOORE	50.00
SCAGGS, MARGARET R.	13-08-430-083-1015	45 LEVAR	50.00
SCALZITTI, EDMOND J.	20-14-203-044-1003	05 HAIRSTON	50.00
SCHAALMAN, HERMAN E.	14-05-211-016-1060	48 SMITH	50.00
SCHACHNER, JULIAN & LOU ANN	14-05-407-015-1031	48 SMITH	50.00
SCHACHTEL, DAVID	14-05-203-011-1046	49 MOORE	50.00
SCHAFFNER, LILLIAN	17-03-202-065-1127	42 NATARUS	50.00
SCHAIN, LESLIE L.	14-28-318-077-1383	43 DALEY	50.00
SCHALE, FLORENCE C.	17-10-400-012-1021	42 NATARUS	50.00
SCHALK, DELLA	13-15-412-026-1016	39 LAURINO	50.00
SCHALK, KURT W	19-18-302-074-1055	23 ZALEWSKI	50.00
SCHAR, GEORGIANA L.	13-10-200-026-1197	39 LAURINO	50.00
SCHATZ, MARTIN	17-10-214-016-1298	42 NATARUS	50.00
SCHAUDERNA, EDWARD C.	9-36-419-110-1009	41 DOHERTY	50.00
SCHEFFLER, MARIAN E.	17-03-208-021-1090	42 NATARUS	50.00
SCHICK, ROSEMARY	17-03-215-013-1098	42 NATARUS	50.00
SCHIEBER, AVA K.	17-10-202-083-1027	42 NATARUS	50.00
SCHIFF, HAROLD	17-03-208-007-0000	42 NATARUS	50.00
SCHIFO, PAUL	12-11-122-088-1026	41 DOHERTY	50.00
SCHILLER, EDITH L.	17-03-207-068-1073	42 NATARUS	50.00
SCHIMBERG, ARMAND BRUCE	17-03-211-030-1016	42 NATARUS	50.00
SCHIRN, JANET	17-03-208-020-1011	42 NATARUS	50.00
SCHLOERB, MARY J.	20-14-223-032-0000	05 HAIRSTON	50.00
SCHLOSBERG, ALICE E.	11-32-111-014-0000	49 MOORE	50.00
SCHLOSBERG, LESTER	14-06-214-017-0000	40 O'CONNOR	50.00
SCHMIDT, DOROTHY	14-05-403-021-1182	48 SMITH	50.00
SCHMIDT, FRANKLIN R.	14-16-304-039-1085	46 SHILLER	50.00
SCHMIDT, MARY A.	12-25-201-045-1007	36 BANKS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SCHMIDT, NANCY S.	14-16-301-041-0140	46 SHILLER	50.00
SCHMIDT, ROBERT B.	17-10-400-012-1202	42 NATARUS	50.00
SCHMIT, JR., WILLIAM H.	14-16-304-039-1113	46 SHILLER	50.00
SCHMITZ, ROBERT L.	17-10-400-012-1876	42 NATARUS	50.00
SCHNEIDER, DOROTHY J.	13-17-202-431-1002	45 LEVAR	50.00
SCHNEIDER, ROSE	14-16-301-041-1694	46 SHILLER	50.00
SCHNITZER, BERNICE A	12-01-401-039-1009	41 DOHERTY	50.00
SCHOEN, WILLIAM	14-28-200-003-1023	44 TUNNEY	50.00
SCHOENBERG, IRENE T.	17-03-226-065-1120	42 NATARUS	50.00
SCHOENBROD, BARBARA	17-10-318-031-1004	42 NATARUS	50.00
SCHRIEDER, SUSAN K.	14-05-215-017-1327	48 SMITH	50.00
SCHROEDER, ANNA C.	13-16-102-026-1004	45 LEVAR	50.00
SCHROEDER, MARGARET	12-25-201-045-1005	36 BANKS	50.00
SCHROETER, JOAN G.	14-28-206-005-1006	44 TUNNEY	50.00
SCHULLER, KATHERINE	13-16-101-029-1002	45 LEVAR	50.00
SCHULMAN, ESTHER M.	17-03-208-021-1066	42 NATARUS	50.00
SCHULTZ, MILDRED J.	17-03-225-078-1132	42 NATARUS	50.00
SCHULTZ, SOL	11-32-111-014-0000	49 MOORE	50.00
SCHUMAN, MARIAN	14-28-207-004-1168	44 TUNNEY	50.00
SCHUPACK, HARRIET	13-12-222-062-1001	40 O'CONNOR	50.00
SCHUSTER, MYRL	13-02-300-006-1025	39 LAURINO	50.00
SCHWANKE, MARILYN M.	17-10-401-005-1685	42 NATARUS	50.00
SCHWARTZ, ALEX	10-36-117-015-1065	50 STONE	50.00
SCHWARTZ, AUBREY	17-03-227-018-1066	42 NATARUS	50.00
SCHWARTZ, EDWARD M.	17-03-226-065-1246	42 NATARUS	50.00
SCHWARTZ, HERBERT X.	17-03-101-029-1104	43 DALEY	50.00
SCHWARTZ, MARSHALL	13-12-213-003-0000	40 O'CONNOR	50.00
SCHWARTZ, MILTON & AUDREY	14-28-203-028-1055	44 TUNNEY	50.00
SCHWARTZ, MURIEL M.	17-03-222-023-1081	42 NATARUS	50.00
SCHWARTZ, NORMAN	17-10-200-065-1240	42 NATARUS	50.00
SCHWARTZ, RENEE	14-16-301-041-1476	46 SHILLER	50.00
SCHWARTZ, RUTH	14-16-301-041-1089	46 SHILLER	50.00
SCHWECHTER, RUTH	17-03-201-006-1064	42 NATARUS	50.00
SCIACCA, FLORENCE	9-36-108-059-1004	41 DOHERTY	50.00
SCIAKY, ODETTE	17-03-202-061-1088	42 NATARUS	50.00
SCIPIO, CHRISTINA L.	20-13-102-029-1237	05 HAIRSTON	50.00
SCOTT, LOIS J.	17-34-225-003-1044	04 PRECKWINKLE	50.00
SCRIBNICK, SANFORD	17-03-225-078-1361	42 NATARUS	50.00
SEABROOK, SUE M.	14-05-407-015-1101	48 SMITH	50.00
SEEBOECK, EDWIN	17-03-200-063-1075	42 NATARUS	50.00
SEELMANN, BLANCHE &	14-28-206-005-1030	44 TUNNEY	50.00
SEGAL, MARSHALL	17-03-222-023-1400	42 NATARUS	50.00
SEGALL, SHIRLEY L.	17-03-222-023-1026	42 NATARUS	50.00
SEID, RUTH	14-16-301-041-1474	46 SHILLER	50.00
SEIDMAN, EVELYN	20-13-103-009-0000	05 HAIRSTON	50.00
SEIFER, DOROTHY	14-21-111-007-1671	46 SHILLER	50.00
SEIGAN, ROSABEL I.	14-16-304-039-1186	46 SHILLER	50.00
SEINFELD, CHARLOTTE	14-16-301-041-1654	46 SHILLER	50.00
SEITMAN, BERNICE	13-18-410-035-1003	38 ALLEN	50.00
SELBY, CARL	20-13-102-029-1367	05 HAIRSTON	50.00
SELIGMAN, GOLDIE	14-05-211-022-1003	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SELZ, DENISE	17-03-208-002-0000	42 NATARUS	50.00
SEMERSKY, ELVIRA	14-16-301-041-1012	46 SHILLER	50.00
SEMPER, BRIDGET M.	14-21-100-018-1256	46 SHILLER	50.00
SENDEROFF, LOIS	14-08-203-017-1052	48 SMITH	50.00
SENNOT, INGEBORG H.	17-04-216-064-1519	42 NATARUS	50.00
SEPTON, MARJORIE K.	14-28-318-064-1014	43 DALEY	50.00
SERAFINAS, ADEL	17-09-410-014-1271	42 NATARUS	50.00
SERAPHIM, RITA M.	17-03-225-078-1013	42 NATARUS	50.00
SERLIN, DOROTHY	14-05-407-015-1068	48 SMITH	50.00
SEROTA, PHYLLIS H.	17-03-227-022-1059	42 NATARUS	50.00
SERRITELLA, ANNA MARIE	14-08-203-016-1001	48 SMITH	50.00
SESKIND, COLEMAN R.	17-10-105-014-1046	42 NATARUS	50.00
SEYLLER, JOHN J.	19-19-214-026-1006	23 ZALEWSKI	50.00
SHAEFFER, BARBARA J.	17-10-318-031-1159	42 NATARUS	50.00
SHAEWITZ, DEBORAH	14-28-200-003-1026	44 TUNNEY	50.00
SHAFFER, BARBARA J.	17-10-400-012-1611	42 NATARUS	50.00
SHALLOW, MICHAEL N.	17-10-132-037-1326	42 NATARUS	50.00
SHAMBERG, J. RAYMOND	14-21-112-012-1055	46 SHILLER	50.00
SHANKMAN, JACQUELINE H.	17-03-202-063-1035	42 NATARUS	50.00
SHANLEY, JOAN	17-04-216-064-1430	42 NATARUS	50.00
SHAPIRO, ARTHUR	17-03-204-064-1062	42 NATARUS	50.00
SHAPIRO, ARTHUR M.	14-05-215-015-1206	48 SMITH	50.00
SHAPIRO, WALLACE	14-28-207-004-1204	44 TUNNEY	50.00
SHARON, ARIE	17-03-220-020-1186	42 NATARUS	50.00
SHARP, CHARLES D. & JUDITH	17-03-227-018-1087	42 NATARUS	50.00
SHARRARD, CHARLES	14-05-407-015-1012	48 SMITH	50.00
SHAUGHNESSY, ANN	14-08-203-001-0000	48 SMITH	50.00
SHAW, MARIAN W.	14-08-203-017-1117	48 SMITH	50.00
SHAW, PATRICK P.	17-03-222-015-0000	42 NATARUS	50.00
SHEEHAN, JOHN	14-28-203-027-1067	44 TUNNEY	50.00
SHELDON, CAROL	17-04-207-086-1221	42 NATARUS	50.00
SHELLEY, ARLENE T.	17-10-200-068-1123	42 NATARUS	50.00
SHER, HELEN I.	14-05-203-011-1100	49 MOORE	50.00
SHER, MAURICE	14-28-200-003-1088	44 TUNNEY	50.00
SHER, MIRIAM G.	10-36-118-005-1093	50 STONE	50.00
SHER, RICHARD	14-28-206-005-1205	44 TUNNEY	50.00
SHER, SIDNEY	14-05-407-017-1110	48 SMITH	50.00
SHERIDAN, SIDNEY	14-16-301-041-1657	46 SHILLER	50.00
SHERMAN, FAYE	14-05-211-016-1018	48 SMITH	50.00
SHIELDS, FLORA	17-03-227-018-1039	42 NATARUS	50.00
SHIMIZU, TAKEO	11-31-400-051-1048	50 STONE	50.00
SHINITZKY, EDWIN J.	17-09-410-014-0000	42 NATARUS	50.00
SHIND, VICTORIA	10-36-205-058-1009	50 STONE	50.00
SHLAES, EVELYN	17-03-201-066-1039	42 NATARUS	50.00
SHLAES, RUTH	17-03-220-020-1590	42 NATARUS	50.00
SHMUYLAVSKAYA, RAISA	14-20-214-018-0000	46 SHILLER	50.00
SHONK, ROBERT A.	10-36-206-040-0000	50 STONE	50.00
SHORTINO, AGNES M.	14-05-211-021-1114	48 SMITH	50.00
SHORTINO, MARION R.	13-08-310-062-1016	45 LEVAR	50.00
SHRAGO, DOROTHY	14-28-200-003-1145	44 TUNNEY	50.00
SHRUM, MARIAN	12-11-115-022-1021	41 DOHERTY	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SHUBIN, ASAREL	10-36-100-018-1230	50 STONE	50.00
SHUGHROU, PATRICIA	17-04-207-086-1226	42 NATARUS	50.00
SHULIMSON, BERT	17-09-410-014-1737	42 NATARUS	50.00
SHULMAN, MILTON D.	10-36-118-005-1066	50 STONE	50.00
SHUMAKER, LEROY	20-34-416-030-0000	06 LYLE	50.00
SHURE, ROSE L.	14-21-106-017-0000	46 SHILLER	50.00
SHURPIT, JOANN J.	17-03-222-023-1206	42 NATARUS	50.00
SICHAU, ELSIE	14-21-110-020-1042	46 SHILLER	50.00
SICHAU, MARTHA	9-36-419-106-1019	41 DOHERTY	50.00
SIEGEL, FLORENCE	17-03-214-014-1042	42 NATARUS	50.00
SIEGEL, GERTRUDE	10-36-117-015-1062	50 STONE	50.00
SIEGEL, LOIS B.	17-03-226-065-1078	42 NATARUS	50.00
SIEGEL, YALE H.	14-08-203-017-1438	48 SMITH	50.00
SIEGLER, ILSE	14-05-215-017-1299	48 SMITH	50.00
SIENKO, AGNES J.	9-36-425-053-1003	41 DOHERTY	50.00
SIEVERS, RONALD	17-04-216-064-1274	42 NATARUS	50.00
SIFFERT, RAYMOND K.	17-10-202-063-1124	42 NATARUS	50.00
SIGALOS, ELSIE J	13-18-410-033-1038	38 ALLEN	50.00
SIHLER, FRANZ	13-08-313-018-1007	45 LEVAR	50.00
SIKORSKY, DORIS J.	9-36-419-106-1017	41 DOHERTY	50.00
SILAS, OUIDA O.	20-34-413-024-0000	06 LYLE	50.00
SILBERMAN, DAVID JR.	17-03-226-065-1208	42 NATARUS	50.00
SILIGER, AGNES I.	20-14-202-076-1535	05 HAIRSTON	50.00
SILVER, ARTHUR O.	14-16-300-027-1061	46 SHILLER	50.00
SILVER, ESTHER H.	14-16-301-041-1456	46 SHILLER	50.00
SILVERBRAND, MAE	14-05-215-015-1115	48 SMITH	50.00
SILVERMAN, DOLORES	17-03-101-028-1086	43 DALEY	50.00
SILVERMAN, FAYE	17-10-200-065-1133	42 NATARUS	50.00
SILVERMAN, GUSSIE G.	14-21-306-038-1002	44 TUNNEY	50.00
SILVERMAN, HOWARD B.	17-03-105-011-0000	43 DALEY	50.00
SILVERSTEIN, GERALD H.	14-16-304-039-1199	46 SHILLER	50.00
SILVERSTEIN, OSCAR	14-06-219-013-0000	40 O'CONNOR	50.00
SIMICH, IRENE C.	14-08-203-001-0000	48 SMITH	50.00
SIMMONS, BEULA G.	20-11-206-058-0000	04 PRECKWINKLE	50.00
SIMMONS, CHARLOTTE I.	14-28-318-064-1391	43 DALEY	50.00
SIMON, DOROTHY O.	14-05-403-021-1049	48 SMITH	50.00
SIMON, MARY B.	14-05-203-011-1348	49 MOORE	50.00
SIMONIAN, NANCY S..	17-03-202-063-1025	42 NATARUS	50.00
SIMONIAN, SARA	17-03-103-028-1192	43 DALEY	50.00
SIMONS,. HELEN P.	14-05-211-016-1096	48 SMITH	50.00
SINCERE, LOIS	17-03-222-023-1029	42 NATARUS	50.00
SINCLAIR, PATTI	14-28-207-004-1532	44 TUNNEY	50.00
SINGER, ADRIENNE	14-21-101-035-1201	46 SHILLER	50.00
SINGER, HONORE	17-03-227-018-1074	42 NATARUS	50.00
SINGER, RUTH	14-21-100-018-1238	46 SHILLER	50.00
SINGER, SHIRLEY	20-14-221-021-1002	05 HAIRSTON	50.00
SIPIORA, DOROTHY E.	17-03-207-061-1097	42 NATARUS	50.00
SIRAGUSA, MARTHA	17-03-208-002-0000	42 NATARUS	50.00
SIRNER, SYLVIA	10-36-118-005-1245	50 STONE	50.00
SITARSKI, JEAN	17-03-200-063-1063	42 NATARUS	50.00
SKALISKY, HELEN	13-31-107-024-1216	36 BANKS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SKEER, FREDERICK M.	14-05-403-022-1056	48 SMITH	50.00
SKIBA, KRYSTYNA	13-16-110-049-1009	45 LEVAR	50.00
SKRZYPKOWSKA, JOLANTA	13-09-317-033-1003	45 LEVAR	50.00
SKUJINS-SNIEDZE, A.Z.	14-33-208-028-1109	43 DALEY	50.00
SKUPIEN, EILEEN	13-08-313-018-1009	45 LEVAR	50.00
SKUTERIS, IRENE	14-05-203-011-1080	49 MOORE	50.00
SLATON, PEARL	14-21-314-048-1169	44 TUNNEY	50.00
SLATTERY, MARY F.	19-27-401-038-1290	13 OLIVO	50.00
SLEZAK, THERESA M.	13-09-328-067-1011	45 LEVAR	50.00
SLOBODA, MARY	12-24-100-111-1016	36 BANKS	50.00
SLOWIK, JULIA	14-28-202-018-1030	44 TUNNEY	50.00
SMARANDESCU, MIHAI	14-21-101-034-1282	46 SHILLER	50.00
SMART, KATHRYN J.	17-03-220-020-1101	42 NATARUS	50.00
SMELSER, MARY	14-21-106-017-0000	46 SHILLER	50.00
SMITH, DOLORES J.	17-03-200-063-1057	42 NATARUS	50.00
SMITH, DORIS J.	20-14-202-076-1279	05 HAIRSTON	50.00
SMITH, EARL C.	17-04-216-064-1326	42 NATARUS	50.00
SMITH, EDWINA M.	14-08-403-028-1283	48 SMITH	50.00
SMITH, ELSIE	20-34-413-024-0000	06 LYLE	50.00
SMITH, ELSIE R.	14-06-214-017-0000	40 O'CONNOR	50.00
SMITH, GEORGE	17-04-222-062-1297	42 NATARUS	50.00
SMITH, JAMES E.	14-08-203-016-1207	48 SMITH	50.00
SMITH, JANICE L.	14-33-400-042-1236	43 DALEY	50.00
SMITH, JEAN K.	17-10-202-063-1028	42 NATARUS	50.00
SMITH, JOSEPHINE	17-10-400-012-1367	42 NATARUS	50.00
SMITH, JOSEPHINE M.	14-05-203-011-1252	49 MOORE	50.00
SMITH, MARY JANE	14-21-301-002-0000	46 SHILLER	50.00
SMITH, MARY L.	14-33-400-042-1007	43 DALEY	50.00
SMITH, ORLANDO	20-34-400-073-1002	06 LYLE	50.00
SMITH, THERESA M.	12-24-100-111-1042	36 BANKS	50.00
SMOLENSKI, LUDOMIRA	13-09-328-062-1003	45 LEVAR	50.00
SMULL, MARILYN	14-21-110-020-1419	46 SHILLER	50.00
SNIDER, NANCY R.	14-16-301-041-1306	46 SHILLER	50.00
SNITE, FAY	14-05-150-150-1072	48 SMITH	50.00
SNOWHITE, JOHN	11-30-307-097-0000	49 MOORE	50.00
SNYDER, DOLORES J.	20-14-203-044-1002	05 HAIRSTON	50.00
SNYDER, JOAN	17-09-212-027-1025	42 NATARUS	50.00
SOANS, JOHN D.	17-03-227-022-1125	42 NATARUS	50.00
SOBCZAK, IRENE	19-19-213-014-1009	23 ZALEWSKI	50.00
SOBEL, JAMES P.	13-16-117-045-1037	45 LEVAR	50.00
SOBELAK, STELLA	13-18-411-004-1028	38 ALLEN	50.00
SOBLE, ROSELLA	14-21-314-048-1065	44 TUNNEY	50.00
SOBUL, CHARLOTTE	14-05-202-019-1119	49 MOORE	50.00
SOKOLEC, RONALD	17-03-105-011-0000	43 DALEY	50.00
SOL, RUTH K.	17-10-200-065-1101	42 NATARUS	50.00
SOLOHUB, HALINA	10-31-417-050-1020	41 DOHERTY	50.00
SOLOVEY, OLGA	12-14-112-025-1134	36 BANKS	50.00
SOMMERMAN, HELEN	13-31-107-024-1140	36 BANKS	50.00
SONNENFELD, CHARLOTTE M.	14-21-100-018-1224	46 SHILLER	50.00
SOPRON, MARY	19-19-208-044-1004	23 ZALEWSKI	50.00
SORENSEN, DARLINE	12-12-202-084-1024	41 DOHERTY	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SORENSEN, LEIF	20-13-102-029-1250	05 HAIRSTON	50.00
SOROCK, FRIEDA	14-28-202-016-1049	44 TUNNEY	50.00
SOTER, ELAINE M.	14-08-203-016-1138	48 SMITH	50.00
SOTONAK, ARLENE	14-28-207-004-1447	44 TUNNEY	50.00
SOTONAK, BERNADINE	17-10-122-022-1104	42 NATARUS	50.00
SOTONAK, BERNADINE	17-10-122-022-1104	42 NATARUS	50.00
SOWA, HELEN C.	17-03-220-020-1068	42 NATARUS	50.00
SPATUZZA, JOHN G.	14-08-203-017-2215	48 SMITH	50.00
SPECTOR, ANN	14-21-101-034-1278	46 SHILLER	50.00
SPECTOR, CORINNE A.	14-28-207-004-1125	44 TUNNEY	50.00
SPEISER, MARIA	13-12-116-058-1002	40 O'CONNOR	50.00
SPEKTOR, SEYMOR	10-36-100-018-1174	50 STONE	50.00
SPERTUS, GEORGETTE	14-16-301-041-1042	46 SHILLER	50.00
SPETYLA, DOLORES A.	13-02-300-009-1011	39 LAURINO	50.00
SPIEGEL, FRANCES	17-10-200-068-1183	42 NATARUS	50.00
SPIEGEL, RENATE	14-08-203-016-1194	48 SMITH	50.00
SPIER, WILLIAM	14-28-200-004-1148	44 TUNNEY	50.00
SPILKY, RUTH-BETTY	14-05-215-017-1161	48 SMITH	50.00
SPINUZZA, STEVEN J. & JEAN	14-16-300-027-1060	46 SHILLER	50.00
SPRAGLE, MAGDALENE A.	20-14-203-044-1010	05 HAIRSTON	50.00
SPRANGER, ALBERT W.	14-08-203-001-0000	48 SMITH	50.00
SPRINGER, ELEANOR V.	17-10-105-014-1023	42 NATARUS	50.00
SPROESSER, B. B.	17-10-401-005-1489	42 NATARUS	50.00
SPROESSER, NILS	17-10-400-012-1327	42 NATARUS	50.00
SPURLING, DARWIN	17-04-207-087-1291	42 NATARUS	50.00
ST. MARIE, DANIEL R.	13-19-328-046-1001	36 BANKS	50.00
STACK, JAMES R.	14-33-400-042-1262	43 DALEY	50.00
STAKE, ELIZABETH J.	14-05-407-017-1514	48 SMITH	50.00
STALLER, JOHN	14-21-101-034-1618	46 SHILLER	50.00
STAMPER, RITA M.	9-36-419-104-1007	41 DOHERTY	50.00
STAN, JOHN J.	17-03-222-018-0000	42 NATARUS	50.00
STANGL, DOROTHY G.	13-15-410-033-1001	39 LAURINO	50.00
STANIULIS, HILDE	20-13-102-029-1078	05 HAIRSTON	50.00
STAR, ZELDA	17-03-222-023-1254	42 NATARUS	50.00
STARKEY, JUDITH A.	14-28-200-004-1127	44 TUNNEY	50.00
STASINAKOS, PETER	13-31-107-024-1134	36 BANKS	50.00
STASULAS, WALTER F.	13-08-413-047-1009	45 LEVAR	50.00
STAVSKY, EILEEN	10-25-427-046-1002	50 STONE	50.00
STEARN, TOBY	14-28-207-004-1171	44 TUNNEY	50.00
STEFANOVIC, ANNELIESE	13-15-404-036-1013	39 LAURINO	50.00
STEFFY, MARION M.	14-28-200-004-1048	44 TUNNEY	50.00
STEHNO, NANCY E.	14-08-407-022-1089	48 SMITH	50.00
STEIDER, ENRIQUE	17-03-202-063-1040	42 NATARUS	50.00
STEIN, BARBARA	14-21-106-017-0000	46 SHILLER	50.00
STEIN, EDWARD B.	17-03-226-065-1022	42 NATARUS	50.00
STEIN, ELISABETH F.	65-49-431-256-0000	42 NATARUS	50.00
STEIN, JANE K.	17-04-211-033-1035	42 NATARUS	50.00
STEIN, KARL	14-28-200-003-1150	44 TUNNEY	50.00
STEIN, LETTY	17-10-200-065-1079	42 NATARUS	50.00
STEIN, MIRIAM	17-03-203-009-1107	42 NATARUS	50.00
STEIN, NATHAN	14-08-203-001-0000	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
STEINBEIGLE, BARBARA B.	10-36-206-040-0000	50 STONE	50.00
STEINBERG, BERNARD	10-36-100-015-1140	50 STONE	50.00
STEINBERG, IRWIN S.	17-03-204-064-1055	42 NATARUS	50.00
STEINER, SIMA	10-36-100-018-1167	50 STONE	50.00
STENHOUSE, WALLACE	17-03-220-020-1650	42 NATARUS	50.00
STENSON, VIRGILIN	14-08-203-015-1126	48 SMITH	50.00
STENZEL, CECELIA L.	13-18-409-069-1189	38 ALLEN	50.00
STERLING, JOANN	20-13-102-029-1304	05 HAIRSTON	50.00
STERN, ALICE M.	20-11-116-032-1005	04 PRECKWINKLE	50.00
STERN, HELGA M.	14-05-202-019-1114	49 MOORE	50.00
STERN, JUNE	17-03-208-021-1061	42 NATARUS	50.00
STERN, ROBERT F.	14-28-103-055-1066	44 TUNNEY	50.00
STERNBERG, BERNARD & BETTY	14-05-215-017-1198	48 SMITH	50.00
STERNBERG, LILYAN	14-21-111-007-1321	46 SHILLER	50.00
STERNFIELD, LUCILE	17-10-400-012-1494	42 NATARUS	50.00
STETTLER, ANS	14-28-320-030-1061	43 DALEY	50.00
STEVENS, BERRY T.	17-09-410-014-1236	42 NATARUS	50.00
STEVENS, MARY	17-10-318-031-1143	42 NATARUS	50.00
STEWART, DAVEY	17-09-410-014-1220	42 NATARUS	50.00
STEWART, JOSEPHINE	14-05-403-023-1009	48 SMITH	50.00
STEWART, NANCY K.	14-28-200-003-1106	44 TUNNEY	50.00
STICKLER, RUTH M.	14-16-301-041-1242	46 SHILLER	50.00
STIEBER, BEATRICE	14-08-203-017-1183	48 SMITH	50.00
STIEVKO, LUCILLE	13-18-409-033-1020	38 ALLEN	50.00
STILLMAN, JOYCE A.	17-03-222-023-1168	42 NATARUS	50.00
STILTNER, RUTH	13-31-107-024-1199	36 BANKS	50.00
STOFFEY, HELENE W.	14-28-318-077-1137	43 DALEY	50.00
STOJEK, ISABELLA M.	12-14-112-025-1192	36 BANKS	50.00
STOKES, FRANCES A.	14-16-301-041-1326	46 SHILLER	50.00
STOLL, ELSIE	14-08-203-001-0000	48 SMITH	50.00
STOLL, EVELYN E.	14-05-403-021-1057	48 SMITH	50.00
STOLLER LILLIAN A.	14-08-408-029-0000	48 SMITH	50.00
STONE, ANDREW P.	14-16-304-039-1082	46 SHILLER	50.00
STONE, CHARLES	14-28-318-064-1299	43 DALEY	50.00
STONE, JEROME	17-03-208-002-0000	42 NATARUS	50.00
STONE, LORRAINE M.	17-10-203-028-1048	42 NATARUS	50.00
STORAKO, JEANETTE J.	17-10-401-005-1296	42 NATARUS	50.00
STORMONT, BEVERLY B.	14-08-203-017-1143	48 SMITH	50.00
STORZ, GERTRUDE	14-06-214-017-0000	40 O'CONNOR	50.00
STRABLE, EDWARD	20-14-223-032-0000	05 HAIRSTON	50.00
STRANG, EILEEN L.	61-54-621-222-1546	42 NATARUS	50.00
STRAPER, EUPHEMIA P.	12-11-119-026-1041	41 DOHERTY	50.00
STRASBURG, SHIRLEE	17-03-113-003-0000	43 DALEY	50.00
STRAUBE, SHARON L.	17-04-424-051-1338	42 NATARUS	50.00
STRAUS, HENRY H.	17-03-101-029-1136	43 DALEY	50.00
STRAUSS, JAY J.	17-04-211-033-1069	42 NATARUS	50.00
STRAUSS, LEON F.	14-05-215-017-1320	48 SMITH	50.00
STREICH, DIANA	14-05-203-011-1280	49 MOORE	50.00
STRELZYK, FLORENCE P.	13-08-428-041-1004	45 LEVAR	50.00
STROBL, JACK M.	13-02-300-009-1036	39 LAURINO	50.00
STROBL, WALTER	14-28-322-038-1012	43 DALEY	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
STROJNY, LEONARD	13-15-404-039-1009	39 LAURINO	50.00
STRUGALA, MARIANNA	9-36-419-107-1010	41 DOHERTY	50.00
STRUNK, ELEANORE	14-21-111-007-1250	46 SHILLER	50.00
STRZELCZYK, SHIRLEY	19-19-215-023-1002	23 ZALEWSKI	50.00
STRZELEC, ALBINA E.	13-09-322-043-1002	45 LEVAR	50.00
SUGARMAN, BERNICE	17-03-227-022-1128	42 NATARUS	50.00
SUGENO, HENRY	20-13-102-029-1071	05 HAIRSTON	50.00
SUKIENNIK, BERNICE L.	13-16-113-036-1002	45 LEVAR	50.00
SUKOWICZ, ADELE J.	14-28-200-004-1142	44 TUNNEY	50.00
SUKRU, ERROL A.	14-05-403-021-1001	48 SMITH	50.00
SULLIVAN, JOHN F.	13-02-300-008-1039	39 LAURINO	50.00
SULLIVAN, NELLE	14-06-213-014-0000	40 O'CONNOR	50.00
SULLIVAN, PATRICK M.	10-36-206-040-0000	50 STONE	50.00
SUMMERS, ALAN	17-10-203-028-1127	42 NATARUS	50.00
SUMMERVILLE, BRIDGET A.	13-02-300-008-1027	39 LAURINO	50.00
SUN, ROBERT S.	17-03-222-020-0000	42 NATARUS	50.00
SUSMAN, DOLORES	17-04-210-027-1028	42 NATARUS	50.00
SUSSKIND, LEATRICE V.	14-05-407-016-1139	48 SMITH	50.00
SUSZKO, IRENA	17-10-400-012-1504	42 NATARUS	50.00
SUTICH, GEORGE R.	19-34-215-087-1008	13 OLIVO	50.00
SUTTON, ARLEEN H.	17-10-202-083-1076	42 NATARUS	50.00
SVOBODA, RAYMOND	14-33-423-048-1312	43 DALEY	50.00
SWANSON, ANNA L.	13-15-404-038-1003	39 LAURINO	50.00
SWANSON, GLORIA E.	20-34-413-024-0000	06 LYLE	50.00
SWANSON, ROBERT W.	17-10-214-011-1013	42 NATARUS	50.00
SWEE, MAURICE	14-28-207-004-1246	44 TUNNEY	50.00
SWEENEY, EILEEN P.	14-05-202-019-1061	49 MOORE	50.00
SWEENEY, NORA	13-09-328-064-1003	45 LEVAR	50.00
SWENSON, MARIE	17-03-214-014-1114	42 NATARUS	50.00
SWIDER, ANNA	13-08-428-041-1030	45 LEVAR	50.00
SWIDERSKI, ZOFIA	19-23-308-041-1015	13 OLIVO	50.00
SWISLOW, RUTH	14-21-101-016-0000	46 SHILLER	50.00
SYMON, HOWARD A.	14-21-100-018-1141	46 SHILLER	50.00
SZAREK, LAURA	13-08-313-019-1012	45 LEVAR	50.00
SZORC, CHESTER M. JR.	13-06-110-052-1011	41 DOHERTY	50.00
SZUCHART, IRENE	13-09-328-059-1007	45 LEVAR	50.00
SZUMAL, STEFANIA	19-08-427-011-1007	23 ZALEWSKI	50.00
SZYMCZAK, MARY	13-08-311-047-1016	45 LEVAR	50.00
SZYPULSKI, DOROTHY M.	9-36-108-060-1001	41 DOHERTY	50.00
TAAFFE, JOHN H.	14-08-203-001-0000	48 SMITH	50.00
TABERT, RONALD T.	12-14-101-053-1017	36 BANKS	50.00
TAFT, KATHERINE D.	14-21-306-040-1015	44 TUNNEY	50.00
TAFT, MARY A.	17-04-216-064-1328	42 NATARUS	50.00
TALESKY, ROSE MARIE A.	13-09-317-034-1001	45 LEVAR	50.00
TAMAN, LEWIS	17-03-211-030-1059	42 NATARUS	50.00
TANK, RICHARD E.	14-05-215-015-1182	48 SMITH	50.00
TANNS, GAIL	17-03-200-063-1020	42 NATARUS	50.00
TARADASH, BETTY LOU	17-03-220-020-1327	42 NATARUS	50.00
TARUN, DONALD W.	17-03-207-068-1071	42 NATARUS	50.00
TASCHINI, PIERANGELO	20-14-204-062-0000	05 HAIRSTON	50.00
TASWELL, HOWARD F.	14-28-204-008-1009	44 TUNNEY	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
TATE, MURIEL J.	17-04-216-064-1047	42 NATARUS	50.00
TATLEY, SELMA H.	17-03-108-017-1164	43 DALEY	50.00
TAUB, ROBERT G.	17-03-211-030-1030	42 NATARUS	50.00
TAUBER, BERNICE	14-05-403-021-1027	48 SMITH	50.00
TAUSCHE, CHARLES A.	17-04-216-064-1024	42 NATARUS	50.00
TAUSTEIN, HAROLD	14-28-200-004-1101	44 TUNNEY	50.00
TAYLOR, DOLORES D.	17-03-204-064-1105	42 NATARUS	50.00
TAYLOR, LOIS J.	14-33-422-068-1080	43 DALEY	50.00
TEICHMAN, NAOMI	13-12-115-034-0000	40 O'CONNOR	50.00
TEITELBAUM, LORETTA F.	14-28-201-015-1030	44 TUNNEY	50.00
TELINGATOR, RICHARD H.	17-03-207-068-1070	42 NATARUS	50.00
TEMPLER, JEANNE	14-05-407-017-1123	48 SMITH	50.00
TENNANT, SHELBY	10-36-120-003-1066	50 STONE	50.00
TENNY, KENNETH S.	14-05-202-019-1105	49 MOORE	50.00
TENNY, KENNETH S.	14-05-202-019-1105	49 MOORE	50.00
TERNES, ANNA	13-16-114-045-1025	45 LEVAR	50.00
TESLER, STANLEY A.	17-03-220-020-1400	42 NATARUS	50.00
TEW, EILEEN L.	17-04-207-087-1392	42 NATARUS	50.00
THALL, SYLVIA	14-21-110-020-1499	46 SHILLER	50.00
THEDFORD, ADELAIDE C.	10-31-306-021-1032	41 DOHERTY	50.00
THEODOSSIS, TOM	17-03-101-029-1033	43 DALEY	50.00
THERRIAULT, MARGARET J.	9-36-425-052-1027	41 DOHERTY	50.00
THIERY, ETHEL	17-03-223-023-1020	42 NATARUS	50.00
THOMAS, BERNICE B.	25-18-319-036-1009	19 RUGAI	50.00
THOMAS, LAWRENCE W.	17-10-214-011-1425	42 NATARUS	50.00
THOMAS, LLOYD H.	17-03-200-063-1221	42 NATARUS	50.00
THOMAS, OPAL B.	13-09-328-061-1009	45 LEVAR	50.00
THOMISON, LEO	17-03-201-068-1031	42 NATARUS	50.00
THOMPSON, ALBERTA	20-21-426-046-0000	06 LYLE	50.00
THOMPSON, GWENDOLYN	20-11-206-058-0000	02 HAITHCOCK	50.00
THOMPSON, MARJORIE	14-21-111-007-1256	46 SHILLER	50.00
THOMPSON, MARY T.	17-10-400-012-1521	42 NATARUS	50.00
THOMPSON, ROBERT G.	14-05-215-017-1243	48 SMITH	50.00
THOMPSON, SHIRLEY S.	17-04-208-031-1010	42 NATARUS	50.00
THOREN, ASTRID B.	10-36-100-018-1086	50 STONE	50.00
THORNTON, JAMES D.	17-04-216-064-1468	42 NATARUS	50.00
THOUSAND LUCILLE	14-21-110-020-1172	46 SHILLER	50.00
THURMAN, MAI R.	20-34-413-024-2222	06 LYLE	50.00
THYER, WARREN E.	12-11-119-026-1053	41 DOHERTY	50.00
TICE, SUE M.	17-04-208-029-1018	42 NATARUS	50.00
TIETZ, ANNEGRET H.	14-05-215-015-1143	48 SMITH	50.00
TIFT, VIOLET E.	20-23-124-019-0000	05 HAIRSTON	50.00
TILLMAN, ORA	20-34-413-024-0000	06 LYLE	50.00
TILLMAN, WILLYE	20-12-101-024-1064	04 PRECKWINKLE	50.00
TILLMAN, WILLYE	20-12-101-024-1064	04 PRECKWINKLE	50.00
TILLMAN, WILLYE	20-12-101-024-1064	04 PRECKWINKLE	50.00
TILLMAN, WILLYE	20-12-101-024-1064	04 PRECKWINKLE	50.00
TILLMAN, WILLYE	20-12-101-024-1064	04 PRECKWINKLE	50.00
TIMBERLAKE, BARBARA	17-10-208-014-1048	42 NATARUS	50.00
TINN, PATRICIA T.	13-06-110-052-1038	41 DOHERTY	50.00
TIMMINS, LAWRENCE	14-08-203-001-0000	48 SMITH	50.00

COMMITTEE ON FINANCE
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
TINSLEY, PHYLLIS	17-03-204-064-1087	42 NATARUS	50.00
TKACH, KATHRYN I.	17-10-200-065-1106	42 NATARUS	50.00
TOKIMOTO, MARY ANN	12-12-215-003-0000	41 DOHERTY	50.00
TOLBERT, GENEVA	14-05-211-023-1105	48 SMITH	50.00
TOMES, DOROTHY E.	17-03-204-063-1175	42 NATARUS	50.00
TOPDAZ, GUSTAV	14-05-403-021-1055	48 SMITH	50.00
TOPOREK, FRUMA	10-36-100-011-1185	50 STONE	50.00
TORCZYNSKI, ELISE	20-13-103-007-0000	05 HAIRSTON	50.00
TORF, ROSE	13-01-122-036-1006	50 STONE	50.00
TOSCAS, JACQUELYN	17-10-400-012-1481	42 NATARUS	50.00
TOTORIS, EMILY	19-19-214-025-1009	23 ZALEWSKI	50.00
TOVIN, JACK D.	14-28-201-014-1002	44 TUNNEY	50.00
TOWB, REBECCA	10-36-100-018-1072	50 STONE	50.00
TOZER, CONSTANCE M.	17-04-209-044-1002	42 NATARUS	50.00
TRABISH, BELLE	14-05-407-016-1156	48 SMITH	50.00
TRAUB, MYRA	17-04-424-051-1179	42 NATARUS	50.00
TRAXLER, BEVERLY M.	17-04-216-064-1524	42 NATARUS	50.00
TREFFMAN, JOYCE	14-21-314-048-1109	44 TUNNEY	50.00
TRES, DONALD G.	11-30-318-037-1026	49 MOORE	50.00
TREZZO, ANTONIO	19-15-230-068-0000	13 OLIVO	50.00
TRIBBY, ILSE I.	17-03-220-020-1245	42 NATARUS	50.00
TRICE, MARILYN T.	17-04-207-086-1355	42 NATARUS	50.00
TRINEN, BERNARDINE	14-21-110-020-1619	46 SHILLER	50.00
TRIPOLI, MADDALENA	12-14-101-053-1013	36 BANKS	50.00
TROPP, DANIEL & MAXINE	17-03-207-068-1164	42 NATARUS	50.00
TROUBO, DOROTHY	14-16-301-041-1783	46 SHILLER	50.00
TRUCHLY, VASIL	14-16-300-027-1053	46 SHILLER	50.00
TRULIS, ROSE	17-04-209-043-1248	42 NATARUS	50.00
TRYKOSKI, FLORENCE M.	10-31-417-050-1019	41 DOHERTY	50.00
TSENGOURAS, HELEN	12-11-115-021-1017	41 DOHERTY	50.00
TUAZON, RUPERTA L.	13-07-336-029-1026	41 DOHERTY	50.00
TUBER, LAURAINE K.	17-03-202-063-1157	42 NATARUS	50.00
TUCHTEN, ROSE	14-06-213-014-0000	40 O'CONNOR	50.00
TUITE, MARGO M.	17-04-207-087-1447	42 NATARUS	50.00
TULUD, BUENAFF	14-21-101-034-1103	46 SHILLER	50.00
TUNNO, KATIE A.	12-11-310-071-1061	41 DOHERTY	50.00
TURBIN, RITA F.	14-28-200-004-1097	44 TUNNEY	50.00
TURCK, SHIRLEY	10-36-100-015-1214	50 STONE	50.00
TURNGREN, KARIN J.	17-03-203-009-1302	42 NATARUS	50.00
TUTHILL, PATRICIA	17-04-207-086-1165	42 NATARUS	50.00
TUZZIO, SAMUEL S.	12-14-112-025-1081	36 BANKS	50.00
TWARDOWSKI, JON	14-20-214-018-0000	46 SHILLER	50.00
UDDIN, MARY	17-03-337-018-1104	42 NATARUS	50.00
UDELHOFEN, LORRAINE	11-31-214-055-1005	49 MOORE	50.00
UEDA, OSAMU	17-03-214-013-1001	42 NATARUS	50.00
UKMAN, ALVIN	17-03-202-061-1043	42 NATARUS	50.00
UMANS, ALVIN R.	17-03-211-030-1032	42 NATARUS	50.00
UNGAR, IRVING	14-28-202-018-1099	44 TUNNEY	50.00
UNGER, PHYLLIS J.	14-16-304-039-1061	46 SHILLER	50.00
UPSHAW, HERSCHEL T.	14-33-208-028-1201	43 DALEY	50.00
UPSHAW, PAULA B.	17-10-401-005-1157	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
URBAN, JULIUS M.	13-30-133-043-1003	36 BANKS	50.00
URBAN, VONDA	14-21-301-007-0000	46 SHILLER	50.00
URBANSKI, DOROTHY M.	13-15-411-027-1004	39 LAURINO	50.00
URCHENKO, HELEN	14-16-304-039-1198	46 SHILLER	50.00
URETSKY, CELIA K.	14-08-203-016-1340	48 SMITH	50.00
URIBE, BEGONA	14-21-111-007-1581	46 SHILLER	50.00
URMAN, DOROTHY	14-06-213-014-0000	40 O'CONNOR	50.00
URSUA, ROSALINDA V.	14-08-209-022-1016	48 SMITH	50.00
USAVAGE, EMILY	19-18-302-074-1007	23 ZALEWSKI	50.00
VAGOS, MARY	11-30-322-041-1005	49 MOORE	50.00
VALENTINE, JOHN F.	17-03-108-016-1074	43 DALEY	50.00
VALLEAU, MARIE C.	14-28-322-038-1089	43 DALEY	50.00
VALLOS, CHRISTINE	17-04-208-031-1007	42 NATARUS	50.00
VAN DERAA, ZOLA A.	14-17-123-021-1004	46 SHILLER	50.00
VAN GERPEN, LAVONNE J.	11-30-322-038-1035	49 MOORE	50.00
VAN SICKLE, VIOLET M.	17-10-122-022-1241	42 NATARUS	50.00
VAN WET, JAMES H.	14-08-203-001-0000	48 SMITH	50.00
VANDERMEULEN, NORMA W.	20-13-102-029-1067	05 HAIRSTON	50.00
VANDERSLUIS, JACK	14-16-304-039-1237	46 SHILLER	50.00
VANECKO, RITA	19-19-213-014-1006	23 ZALEWSKI	50.00
VANELLA, GERTRUDE	14-16-301-041-1402	46 SHILLER	50.00
VANSLAMBROUCK, ANN M.	13-03-109-030-0000	39 LAURINO	50.00
VARGO, ELIZABETH	14-28-201-015-1214	44 TUNNEY	50.00
VARGO, JOHN S.	14-21-111-007-1124	46 SHILLER	50.00
VARNAVAS, DOROTHY K.	11-31-107-028-1003	49 MOORE	50.00
VARPA, AUSEKLIS,	11-29-303-023-0000	49 MOORE	50.00
VASICEK, CATHERINE L.	19-19-208-050-1030	23 ZALEWSKI	50.00
VASQUES, CARMELO J.	14-16-301-041-1595	46 SHILLER	50.00
VAVRINCHIK, HELEN	13-18-409-074-1023	38 ALLEN	50.00
VELEZ, DINA	14-06-212-006-0000	40 O'CONNOR	50.00
VELEZ, FEDERICO	14-05-202-019-1055	49 MOORE	50.00
VELOS, HELEN	13-08-428-041-1010	45 LEVAR	50.00
VENSON, LILY	14-28-200-003-1028	44 TUNNEY	50.00
VERN, NADIA	14-28-207-004-1403	44 TUNNEY	50.00
VERNER, KATHRYN	17-10-122-022-1193	42 NATARUS	50.00
VERSON, RONALD L.	14-28-200-004-1159	44 TUNNEY	50.00
VERTENTEN, MARTHA	14-21-101-035-1185	46 SHILLER	50.00
VESSELINOVITCH, DRAGOSLAVA	17-03-208-020-1005	42 NATARUS	50.00
VESTUTO, BETTE	13-31-107-024-1200	36 BANKS	50.00
VIKSTROM, CHARLOTTE M.	20-14-223-032-0000	05 HAIRSTON	50.00
VILCINS, GUNTA M.	14-05-215-015-1145	48 SMITH	50.00
VILLARREAL, ZAPOPAN	13-18-409-069-1060	38 ALLEN	50.00
VINER, SALLY	10-36-100-015-1204	50 STONE	50.00
VISHNY, MICHELE	17-03-221-004-0000	42 NATARUS	50.00
VITA, SANTO	10-31-409-060-1001	41 DOHERTY	50.00
VITTENSON, RUTH	14-05-215-015-1283	48 SMITH	50.00
VLAHANDREAS, TED	14-28-200-003-1010	44 TUNNEY	50.00
VOLKMAN, CHARLES T.	14-21-111-007-1214	46 SHILLER	50.00
VONDRUSKA, THEODORA	13-31-118-039-1010	36 BANKS	50.00
VRATNY, PATRICIA R.	14-08-203-001-0000	48 SMITH	50.00
WOJDYSZYCH, VERA	14-05-203-011-1149	49 MOORE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
VUKOVIC, MAJA	14-28-200-004-1169	44 TUNNEY	50.00
VULEKAS, ANNA M.	14-21-100-018-1143	46 SHILLER	50.00
VUSCKO, GEORGE D.	14-08-203-015-1387	48 SMITH	50.00
WAALER, MARGARET H.	14-05-215-015-1003	48 SMITH	50.00
WADE, SHIRLEY M.	13-09-322-049-1002	45 LEVAR	50.00
WADELSKI, ELAINE C.	13-09-328-064-1012	45 LEVAR	50.00
WALASIAK, THAD S.	14-05-203-011-1102	49 MOORE	50.00
WALL, BURTON	14-28-318-064-1367	43 DALEY	50.00
WALL, NETTIE	14-28-318-064-1368	43 DALEY	50.00
WALLACE, RITA D.	20-22-326-001-0000	06 LYLE	50.00
WALLEN, HATAYO H.	17-10-132-037-1103	42 NATARUS	50.00
WALLIN, DOROTHY B.	14-05-403-021-1205	48 SMITH	50.00
WALSH, BARBARA W.	17-10-401-005-1609	42 NATARUS	50.00
WALSH, LEEMARIE	17-10-400-012-1641	42 NATARUS	50.00
WALSH, MARMION M.	14-05-203-011-1001	49 MOORE	50.00
WALTER, EMILY	10-31-409-062-1019	41 DOHERTY	50.00
WALTHER, MARIANNE L.	20-24-420-001-0000	05 HAIRSTON	50.00
WALTZ, ELIZABETH R.	20-14-210-005-0000	05 HAIRSTON	50.00
WARD, ARLENE	13-02-300-005-1030	39 LAURINO	50.00
WARD, COLLETTE C.	20-34-413-024-0000	06 LYLE	50.00
WARD, JAMES F.	17-09-410-014-1830	42 NATARUS	50.00
WARD, MARJORIE T.	17-03-222-023-1259	42 NATARUS	50.00
WARD, RICHARD F.	17-10-401-005-1687	42 NATARUS	50.00
WARE, BERNADINE G.	14-08-203-001-0000	48 SMITH	50.00
WARE, LELA	20-34-413-024-1414	06 LYLE	50.00
WARREN, SALLY	14-21-301-002-0000	46 SHILLER	50.00
WARSHAWSKY, SARITA	17-03-208-005-0000	42 NATARUS	50.00
WASHINGTON, MATTIE	20-34-413-012-0000	06 LYLE	50.00
WASHINGTON, MURIEL W.	14-28-200-004-1106	44 TUNNEY	50.00
WASSERMAN, ROCHELLE L.	17-03-227-018-1082	42 NATARUS	50.00
WASSERMAN, SHIRLEY	14-28-207-004-1115	44 TUNNEY	50.00
WATANUKI, KUMIKO	14-33-423-048-1055	43 DALEY	50.00
WATERS, NORMA L.	13-16-110-049-1007	45 LEVAR	50.00
WATSON, JESSIE	14-21-305-030-1059	46 SHILLER	50.00
WATTS, EVADEAN	14-28-207-004-1121	44 TUNNEY	50.00
WEBB, KENNETH	20-24-419-018-1009	05 HAIRSTON	50.00
WEBB, MAZOLA M.	20-24-419-018-1029	05 HAIRSTON	50.00
WEBER, RICHARD F.	13-06-402-052-1007	41 DOHERTY	50.00
WEBER, WERNER	17-04-222-062-1209	42 NATARUS	50.00
WEBSTER, ELIZABETH	17-03-227-022-1050	42 NATARUS	50.00
WECKER, NORMAN R.	17-10-401-005-1657	42 NATARUS	50.00
WEDGEWORTH, CHUNG-KYUN	14-28-318-064-1387	43 DALEY	50.00
WEGRYN, EVELYN A.	13-08-213-064-1002	45 LEVAR	50.00
WEIGAND, ROBERT E.	14-08-203-016-1309	48 SMITH	50.00
WEIGEL, LORAINE E.	13-08-428-041-1003	45 LEVAR	50.00
WEIL, HERTA	14-28-318-064-1427	43 DALEY	50.00
WEIL, ILSA	14-16-301-041-1675	46 SHILLER	50.00
WEIL, KATE L.	17-10-400-012-1595	42 NATARUS	50.00
WEINBERG, LILA B.	14-05-203-011-1208	49 MOORE	50.00
WEINBERG, MURIEL K.	14-16-304-039-1161	46 SHILLER	50.00
WEINBERG, NORMAN	20-13-102-029-1030	05 HAIRSTON	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
WEINBLUM, MAX D.	17-10-401-005-1235	42 NATARUS	50.00
WEINFIELD, EDWIN E.	17-03-226-065-1157	42 NATARUS	50.00
WEINPER, WALLIS L.	17-03-202-040-0000	42 NATARUS	50.00
WEINSHEL, BETTY	14-08-203-001-0000	48 SMITH	50.00
WEINSTEIN, BETH	14-08-203-016-1202	48 SMITH	50.00
WEINSTEIN, ELAINE	10-36-119-003-1163	50 STONE	50.00
WEINSTEIN, JUNE A.	17-03-220-020-1407	42 NATARUS	50.00
WEISMAN, EUGENE	14-28-200-004-1189	44 TUNNEY	50.00
WEISMAN, MARIE C.	14-05-407-017-1029	48 SMITH	50.00
WEISS, RAYDA	10-36-100-018-1238	50 STONE	50.00
WELLINGTON, MARJORIE A.	14-28-318-064-1173	43 DALEY	50.00
WELLS, DOROTHY	17-03-200-063-1001	42 NATARUS	50.00
WELLS, JAMES M.	17-03-201-063-0000	42 NATARUS	50.00
WELSH, MURIEL J.	13-02-102-046-1002	39 LAURINO	50.00
WENGER, ANNETTE M.	14-05-407-017-1464	48 SMITH	50.00
WERCHUN, ZOFIA J.	14-05-203-011-1243	49 MOORE	50.00
WERDINGER, HENRY	13-02-300-005-1020	39 LAURINO	50.00
WERNER, LILLIAN C.	12-12-202-087-1002	41 DOHERTY	50.00
WESLOW, CARMELLA	13-09-328-062-1017	45 LEVAR	50.00
WEST, HENRIETTA	17-10-401-005-1342	42 NATARUS	50.00
WEST, MILDRED	14-08-203-015-1043	48 SMITH	50.00
WESTERMAN, MAXWELL	17-03-101-027-1019	43 DALEY	50.00
WEXLER, CAROLE	17-03-222-023-1106	42 NATARUS	50.00
WHALEN, JOAN	17-10-318-031-1014	42 NATARUS	50.00
WHELAN, MARY ANN	17-10-214-016-1439	42 NATARUS	50.00
WHISLER, PEGGY H.	13-15-411-032-1006	39 LAURINO	50.00
WHITE, EDWARD M.	17-03-204-063-1011	42 NATARUS	50.00
WHITE, EVELYN R.	17-03-222-023-1249	42 NATARUS	50.00
WHITE, HARRIETTE	14-20-214-018-0000	46 SHILLER	50.00
WHITE, JAMES R.	17-10-401-005-1393	42 NATARUS	50.00
WHITE, LULA	20-34-413-024-0000	06 LYLE	50.00
WHITE, VIRGINIA M.	14-05-403-021-1187	48 SMITH	50.00
WHITFIELD, ALLAN	17-04-208-031-1113	42 NATARUS	50.00
WHITLEY, ALFRED C.	17-10-401-005-1329	42 NATARUS	50.00
WIERZBICIKI, LUCILLE	13-30-203-029-1019	36 BANKS	50.00
WIERZBICKI, WACLAW	13-16-117-045-1043	45 LEVAR	50.00
WILDER, ELEANOR	17-10-132-037-1358	42 NATARUS	50.00
WILEY, RUTH	17-03-220-020-1354	42 NATARUS	50.00
WILHELM, FRANZ	13-08-313-019-1005	45 LEVAR	50.00
WILK, IRENE D.	19-18-215-042-1004	23 ZALEWSKI	50.00
WILK, JOSEPHINE H.	19-34-215-084-1009	13 OLIVO	50.00
WILKE, TONI	14-05-211-015-1029	48 SMITH	50.00
WILLEY, ANN L.	14-21-101-034-1238	46 SHILLER	50.00
WILLIAMS, ANNIE	20-34-413-060-0000	06 LYLE	50.00
WILLIAMS, BETTY R.	17-09-410-014-1738	42 NATARUS	50.00
WILLIAMS, CLIFFORD	20-24-425-008-1001	05 HAIRSTON	50.00
WILLIAMS, GEORGIA L.	17-10-401-014-1047	42 NATARUS	50.00
WILLIAMS, IDEAULIA	20-21-426-046-0000	06 LYLE	50.00
WILLIAMS, JOHN P.	17-10-400-012-1110	42 NATARUS	50.00
WILLIAMS, JOHNNITA D.	20-13-102-029-1097	05 HAIRSTON	50.00
WILLIAMS, KALE A.	20-12-114-043-1001	05 HAIRSTON	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
WILLIAMS, LILLIE M.	20-34-413-060-0000	06 LYLE	50.00
WILLIAMS, SARAH	20-23-124-019-0000	05 HAIRSTON	50.00
WILLIMAS, III, VERNON B.	20-12-104-002-0000	04 PRECKWINKLE	50.00
WILSON, ALTAFERN	20-14-202-076-1423	05 HAIRSTON	50.00
WILSON, ANN K.	20-34-413-024-0000	06 LYLE	50.00
WILSON, JUNE D.	13-09-328-060-1021	45 LEVAR	50.00
WILSON, MATTIE M.	20-34-413-024-0000	06 LYLE	50.00
WILSON, RAYMOND K.	17-10-401-005-1451	42 NATARUS	50.00
WILTERDING, DORIS	14-16-304-039-1139	46 SHILLER	50.00
WINCZO, JAN MARION	19-08-427-011-1004	23 ZALEWSKI	50.00
WINER, BETTY	14-28-207-004-1445	44 TUNNEY	50.00
WINER, RONALD S.	14-16-303-035-1139	46 SHILLER	50.00
WINSTON, BERNICE M.	20-34-413-024-0000	06 LYLE	50.00
WINTER, WILLIAM	14-16-304-039-1121	46 SHILLER	50.00
WIRSZUP, IZAAK	20-14-215-028-0000	05 HAIRSTON	50.00
WISE, EILEEN M.	14-08-407-022-1124	48 SMITH	50.00
WISHNICK, MAXINE S.	17-04-210-028-1007	42 NATARUS	50.00
WISNICKI, JOSEPH	12-11-119-025-1021	41 DOHERTY	50.00
WITCHER, CLEONORA	13-16-116-031-1014	45 LEVAR	50.00
WITEK, ESTHER	14-16-304-039-1216	46 SHILLER	50.00
WITHERELL, ELISABETH	17-10-122-022-1195	42 NATARUS	50.00
WITKIN, GERTRUDE	17-03-208-015-0000	42 NATARUS	50.00
WITSCHONKE, DOROTHY E.	13-02-300-006-1003	39 LAURINO	50.00
WITTE, MARION	11-32-111-014-0000	49 MOORE	50.00
WLEKLINSKI, BARBARA	17-04-217-133-1025	42 NATARUS	50.00
WLODARSKI, MARIE	13-30-101-036-1007	36 BANKS	50.00
WOHLFAHRT, EBERHARD	12-11-121-033-1007	41 DOHERTY	50.00
WOJCIK, MARIA	12-01-401-040-1009	41 DOHERTY	50.00
WOJNAROWSKI, IRENE T.	14-21-101-035-1101	46 SHILLER	50.00
WOJTALEWICZ, EDWARD S.	12-01-401-039-1001	41 DOHERTY	50.00
WOJTIUK, JUSTYNA	12-24-100-111-1024	36 BANKS	50.00
WOLAK, BARBARA M.	13-16-114-048-1001	45 LEVAR	50.00
WOLD, ALEX	13-12-119-005-1003	40 O'CONNOR	50.00
WOLDENBERG, VERA	14-21-307-047-1158	44 TUNNEY	50.00
WOLF, EDMUND J.	11-32-111-017-0000	49 MOORE	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, HAROLD H.	17-03-107-019-1032	43 DALEY	50.00
WOLF, SHERMAN H.	17-03-214-014-1113	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
WOLF, SHIRLEY R,	10-36-100-015-1093	50 STONE	50.00
WOLFBERG, EILEEN	13-10-200-026-1019	39 LAURINO	50.00
WOLFF, GLADYS	17-03-201-067-1002	42 NATARUS	50.00
WOLFF, NORMAN E.	14-05-215-015-1315	48 SMITH	50.00
WOLFRAM, ELFREDAL L.	17-10-200-065-1308	42 NATARUS	50.00
WOLFSON, DEAN S.	17-10-401-005-1522	42 NATARUS	50.00
WOLFSON, EDITH P.	10-36-100-018-1137	50 STONE	50.00
WOLFSON, WARREN D.	17-10-401-005-1708	42 NATARUS	50.00
WOLIN, LEON	17-03-100-013-1025	43 DALEY	50.00
WOLNAK, GEORGE	10-36-100-018-1151	50 STONE	50.00
WOLSKI, JOSEPHINE	12-11-310-074-1063	41 DOHERTY	50.00
WOROZAKEN, JOSPHINE S.	13-10-200-020-1033	39 LAURINO	50.00
WORTSMANN, FRANCES N.	10-36-100-018-1159	50 STONE	50.00
WOZNIAK, JANINA	13-18-411-006-1006	38 ALLEN	50.00
WRIGHT, JAMES H.	17-09-410-014-1408	42 NATARUS	50.00
WRIGHT, MARY K.	17-09-410-014-1703	42 NATARUS	50.00
WRIGHT, OLLIE B.	17-10-400-012-1793	42 NATARUS	50.00
WROBEL, ALFRED J.	12-01-311-078-0000	41 DOHERTY	50.00
WROBLEWSKI, JANINA	12-11-119-023-1034	41 DOHERTY	50.00
WRONA, BERNICE J	19-18-302-074-1004	23 ZALEWSKI	50.00
WUKA, FLORENCE M.	14-21-110-020-1173	46 SHILLER	50.00
WYLDER, FLORENCE	11-31-121-025-1012	50 STONE	50.00
WYNNE, MARY A.	13-06-110-052-1036	41 DOHERTY	50.00
YAKES, STELLA I.	19-19-208-050-1028	23 ZALEWSKI	50.00
YAMASHITA, MITS	14-16-300-032-1308	46 SHILLER	50.00
YANCEY, LAURA D.	14-08-203-016-1156	48 SMITH	50.00
YANKOVICH, LOUISE	9-36-111-051-1008	41 DOHERTY	50.00
YAO, GEORGE & JUDITH	17-04-222-062-1037	42 NATARUS	50.00
YARNOLD, HELEN M.	14-16-304-042-1078	46 SHILLER	50.00
YATES, ARLENE	13-30-101-036-1016	36 BANKS	50.00
YEP, ROSE	13-15-412-028-1007	39 LAURINO	50.00
YONAN, DOLLY	9-36-229-041-1007	41 DOHERTY	50.00
YONES, JAN	14-05-211-011-1009	48 SMITH	50.00
YOSHIMURA, RYOKO M.	13-02-300-008-1011	39 LAURINO	50.00
YOSHIZUMI, KAYE	13-21-211-039-1013	45 LEVAR	50.00
YOSKOWSKI, JOHN	14-21-314-048-1047	44 TUNNEY	50.00
YOUNG, BARBARA J.	11-32-109-011-0000	49 MOORE	50.00
YOUNG, CLARE	14-06-219-013-0000	40 O'CONNOR	50.00
YOUNG, DOLORES P.	13-08-414-056-1004	45 LEVAR	50.00
YOUNG, DWIGHT W.	14-08-203-001-0000	48 SMITH	50.00
YOUNG, ELIZABETH M.	17-04-216-064-1176	42 NATARUS	50.00
YUNGMEYER, ELINOR	17-03-227-022-1106	42 NATARUS	50.00
ZACHAR, VICTORIA D.	19-19-114-033-1014	23 ZALEWSKI	50.00
ZACHARI, GLORIA D.	17-03-228-024-1012	42 NATARUS	50.00
ZAKI, ABD EL-MONEIM E.	17-10-401-005-1066	42 NATARUS	50.00
ZAKRZEWSKI, MARY E.	10-31-306-021-1050	41 DOHERTY	50.00
ZALESNY, WALTER	13-16-117-045-1028	45 LEVAR	50.00
ZALUTSKY, IRWIN L.	14-33-208-028-1224	43 DALEY	50.00
ZAMBUTO, ROSE A.	14-28-200-004-1005	44 TUNNEY	50.00
ZANKO, LOIS F.	13-08-313-019-1020	45 LEVAR	50.00
ZANSITIS, JR., PETER P.	20-24-419-018-1024	05 HAIRSTON	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
ZARKHINA, SOFIYA	14-20-214-018-0000	46 SHILLER	50.00
ZAUBER, ISSA	20-12-114-054-1029	05 HAIRSTON	50.00
ZAVILYANSKI, MARK	10-36-118-005-1243	50 STONE	50.00
ZAZULA, LOUISE	12-14-112-025-1113	36 BANKS	50.00
ZAZZARA, ANTHONY A.	19-19-213-014-1004	23 ZALEWSKI	50.00
ZELITZKY, ALVIN	14-28-200-004-1138	44 TUNNEY	50.00
ZELLNER, ARNOLD	20-14-209-026-0000	05 HAIRSTON	50.00
ZERING, RICHARD C.	10-31-417-050-1017	41 DOHERTY	50.00
ZESMER, DAVID M	20-12-110-034-1001	05 HAIRSTON	50.00
ZEVIN, ESTHER N.	14-05-215-017-1296	48 SMITH	50.00
ZIEGLER, JEROME	14-08-203-016-1021	48 SMITH	50.00
ZIELNIK, KAZIMIERA	13-08-311-047-1013	45 LEVAR	50.00
ZIMLINA, GALINA A.	14-08-408-035-0000	48 SMITH	50.00
ZIMMERMAN, ANNE	11-30-307-213-1001	49 MOORE	50.00
ZIRLIN, ROSALYN	14-28-318-064-1079	43 DALEY	50.00
ZISOOK, HAROLD	14-28-206-005-1270	44 TUNNEY	50.00
ZITELLA, AGNES E.	13-15-411-028-1012	39 LAURINO	50.00
ZITNIK, ETHEL	17-03-222-015-0000	42 NATARUS	50.00
ZITZMANN, KLARA	13-06-110-050-1023	41 DOHERTY	50.00
ZMUGG, HELENE	14-16-303-035-1238	46 SHILLER	50.00
ZOBERMAN, NORMAN	10-36-100-018-1097	50 STONE	50.00
ZUCKERMAN, MORRIS M.	17-03-200-066-1060	42 NATARUS	50.00
ZUMPF, THELMA	13-16-116-031-1022	45 LEVAR	50.00
ZUNSTEIN, YOSEF N.	14-21-314-053-1185	44 TUNNEY	50.00
ZURALES, MARY	13-19-412-032-1012	36 BANKS	50.00
ZWARYCZ, GERALDINE A.	17-10-400-012-1871	42 NATARUS	50.00
ZWIEG, ROSETTE	14-28-320-030-1106	43 DALEY	50.00
ZWINN, EDMUND W.	12-12-214-006-0000	41 DOHERTY	50.00
ZYSMAN, MILDRED	17-03-221-004-0000	42 NATARUS	50.00
ZYWICIEL, FRANCES M.	13-03-280-580-1008	45 LEVAR	50.00
ZYWICIEL, MARY	13-17-107-195-1011	38 ALLEN	50.00
		* TOTAL AMOUNT	174,950.00

(Continued from page 104529)

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Committee on Finance is hereby authorized and directed to issue charitable solicitation (tag day) permits to the following organizations:

A. Hegewisch Little League
May 18, 2007 through May 19, 2007 -- citywide;

B. Veterans of Foreign War -- Alsip Memorial V.F.W. Post Number 450
June 8, 2007 through June 10, 2007 -- citywide;

C. Chicago and Greater Metropolitan Area Have-A-Heart Charities
September 6, 2007 through September 7, 2007 -- citywide;

D. Society of Saint Vincent de Paul
October 5, 2007 through October 6, 2007 -- citywide;

E. Chicago Southside Branch
National Association for the Advancement of Colored People
May 12, 2007 and September 29, 2007 -- citywide;

F. Helping Children of Abuse
May 14, 2007 through October 31, 2007 -- citywide; and

G. Greenpeace, Inc.
May 14, 2007 through December 31, 2007 -- citywide.

This order shall take effect and be in force from and after its passage.

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on November 1, 2005, and on subsequent dates, sundry claims as follows:

Aparcedo, Connie and State Farm Insurance Co.

Benson, Bertee

Binns, Winston John Dale

Brewer, Patricia

Corral, Graciela

Cox-Spencer, Marzette

Feliciano, April

Fuqua, Latoya

Griffin, Caddice and Catherine

Hill, Percenia and Allstate Insurance

Jaco, Afrika

Kozyra, Tom and State Farm Insurance

Lebensztejn, Walerian and Allstate Insurance Company

Monroe, Geraldine

Pedraza, Irene

Phillips-Parks, Dominee and State Farm Insurance

Soletski, David

Thompson, Anthony and State Farm Insurance Co.

Vega, Amador

Ware, Lovie M.

Washington, William and Allstate Insurance

Williams, Marcus and American Access Casualty

having the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Placed On File -- REPORT OF SETTLEMENTS OF SUITS AGAINST CITY DURING MONTH OF MARCH, 2007.

The Committee on Finance submitted the following report:

CHICAGO, March 9, 2007.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a list of cases in which judgments were entered or cases settled during the month of March, 2007, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the list of cases transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File.*

At this point in the proceedings, Alderman Burke moved to call up for consideration a resolution urging Governor Rod Blagojevich and the Illinois General Assembly to enact legislation changing the date of the 2008 Illinois presidential primary election, which was presented to the City Council on March 14, 2007 under the Joint Committee report of the Committee on Finance and the Committee on Committees, Rules and Ethics, and printed on pages 101259 through 101261 of the *Journal of the Proceedings of the City Council of the City of Chicago,* and upon which no final action was taken. The motion to consider said resolution *Prevailed.*

Thereupon, on motion of Alderman Burke, the aforementioned resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

COMMITTEE ON AVIATION.

AUTHORIZATION FOR DE-ANNEXATION OF "DUKE TERRITORY" TO VILLAGE OF FRANKLIN PARK, ANNEXATION OF "AVIATION TERRITORY" FROM VILLAGE OF FRANKLIN PARK TO CITY OF CHICAGO AND APPROVAL OF SETTLEMENT OF DEBTS RELATED THERETO.

The Committee on Aviation submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley (which was referred on April 11, 2007) at the request of the Commissioner of Aviation, transmits an ordinance authorizing a de-annexation of property to Franklin Park, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed ordinance transmitted with the foregoing committee report was *passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The property described in Section 1 below as the "Duke Territory" is located within the corporate limits of the City of Chicago, Illinois ("Chicago"); and

WHEREAS, The property described in Section 2 below as the "Aviation Territory" is located within the corporate limits of the Village of Franklin Park, Illinois ("Franklin Park"); and

WHEREAS, Both the Duke Territory and the Aviation Territory lie along the common boundary line between Franklin Park and Chicago; and

WHEREAS, Neither the Duke Territory nor the Aviation Territory contain electors or residents and they are therefore unoccupied; and

WHEREAS, Franklin Park and Chicago desire to disconnect the Duke Territory from Chicago and annex it to Franklin Park, and desire to disconnect the Aviation Territory from Franklin Park and annex it to Chicago; and

WHEREAS, Franklin Park and Chicago have agreed to a settlement that will constitute a settlement of the debts and municipal property between them for the disconnection and annexation of the Duke Territory and the disconnection and annexation of the Aviation Territory as provided in Sections 7-1-31, 7-1-32 and 7-1-33 of the Illinois Municipal Code; and

WHEREAS, Franklin Park and Chicago are both home rule municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970 and, as such, each of them may exercise any power or perform any function related to its respective government and affairs, subject to the limitations stated in such Constitution; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Duke Territory, which is legally described as follows:

all that part of the west half of the southwest quarter of the southeast quarter of Section 18, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, lying southerly of the northerly line of a parcel of land acquired by Chicago, Milwaukee, Saint Paul and Pacific Railroad Company, a Wisconsin corporation, from Fred C. Dierking and Wife, by warranty deed dated June 16, 1930 and recorded in the Office of the Recorder of Cook County, Illinois, July 2, 1930 as Document Number 10695582, in Book 28276 on page 370 and lying northerly of a line parallel to and 50 feet northerly measured at right angles from the centerline of aforesaid Chicago, Milwaukee, Saint Paul and Pacific Railroad Company's westbound main track, which centerline intersects the section line common to said Section 18 and Section 13, Township 40 North, Range 11 East of the Third Principal Meridian, DuPage County, Illinois, at a distance of 1073.96 feet north of a stone monument marking the southeast corner of said Section 13 and then extends southeasterly along a straight line making an angle of 71 degrees, 30 minutes and 12 seconds in the southeast quadrant with said common section line (except the west 60 feet thereof), all in Cook County, Illinois. (Said parcel contains 195,912 square feet or 4.498 acres, more or less.) (Property Index Number 12-18-400-003) is hereby disconnected and excluded from the City of Chicago pursuant to 65 ILCS 5/7-1-25.

SECTION 2. The disconnection provided in Section 1 is hereby conditioned upon the Village of Franklin Park approving, at the same meeting as it approves an ordinance annexing the Duke Territory pursuant to 65 ILCS 5/7-1-25, an ordinance or ordinances:

A. disconnecting and excluding from Franklin Park, pursuant to 65 ILCS 5/7-1-25, the Aviation Territory, which is legally described as follows:

the north half of the east half of the west half of the southeast quarter of Section 17, Township 40 North, Range 12, East of the Third Principal Meridian, Cook County, Illinois (said parcel contains eight hundred ninety-four thousand one hundred eighty-five (894,185) square feet or twenty and fifty-three hundredths (20.53) acres, more or less); and

B. approving, on behalf of the Village of Franklin Park, the settlements described below in Section 3 of this ordinance.

SECTION 3. The City of Chicago hereby agrees to a settlement of the debts and municipal property between Chicago and Franklin Park related to the disconnection and annexation of the Duke Territory as provided in Sections 7-1-31, 7-1-32 and 7-1-33 of the Illinois Municipal Code in the total amount of Ten Dollars ($10) payable to Chicago. The City of Chicago hereby agrees to a settlement of the debts and municipal property between Chicago and Franklin Park related to the disconnection and annexation of the Aviation Territory as provided in Sections 7-1-31, 7-1-32 and 7-1-33 of the Illinois Municipal Code in the total amount of Ten Dollars ($10) payable to Franklin Park.

SECTION 4. Within the time required by law, the Mayor of Chicago shall cause to be filed for record in the office of the Recorder of Deeds for Cook County, Illinois, in the manner and form prescribed by the statute, a certified copy of this ordinance, together with an accurate map of the Duke Territory hereby disconnected, as required by law.

SECTION 5. Further, the Commissioner of Aviation is authorized to execute such additional agreements and documents as are reasonably necessary or appropriate to implement the disconnection and exclusion provided in this ordinance and, the disconnections and exclusions, annexations and settlements described herein, subject to the approval of the Corporation Counsel.

SECTION 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby superseded to the extent of such conflict.

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

COMMITTEE ON BUILDINGS.

AMENDMENT OF TITLES 2 AND 13 OF MUNICIPAL CODE OF CHICAGO BY PERMITTING USE OF STRUCTURES SCHEDULED FOR DEMOLITION FOR FIRE DEPARTMENT TRAINING PURPOSES.

The Committee on Buildings submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Buildings, having under consideration a proposed ordinance (which was referred January 11, 2007 and a substitute ordinance introduced and adopted by the Committee on Buildings May 4, 2007) amending the Municipal Code of the City of Chicago regarding agreement to use buildings for training prior to demolition, begs leave to recommend that Your Honorable Body do *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on Buildings, with no dissenting votes.

The substitute ordinance shall be in full force and effect upon its passage and approval.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Article VI of Chapter 2-36 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-36-485, as follows:

Article VI. Bureau Of Fire Instructions.

(Omitted text is unaffected by this ordinance.)

2-36-485 Agreements To Use Buildings For Training.

The fire commissioner or his designee is authorized to execute agreements with public and private parties permitting structures that are scheduled for demolition to be used for training by fire department personnel. Any such agreements may include provisions for indemnification in a form approved by the corporation counsel. Before executing any such agreement, the fire commissioner or his designee shall obtain confirmation, from the alderman of the ward in which the structure is located, that the proposed training will not have a detrimental effect on neighboring residents.

SECTION 2. Section 13-124-015 of the Municipal Code of Chicago is hereby amended by adding the underscored language, as follows:

13-124-015 Notice Of Demolition.

(a) At least ten days prior to beginning work to demolish a building, facility or other structure for which a permit is required under this Code, the owner of the property where the work is to be done shall notify the owners of adjacent properties of the demolition work, and alderman of the ward in which the proposed demolition work is to be located; provided that no such notice is required if (i) immediate demolition is necessary to protect against an imminent threat to the safety of the public; or (ii) demolition has been ordered or authorized by a court or administrative authority of competent jurisdiction. The notice shall be in writing, and shall be delivered by certified mail, return receipt requested, or by personal delivery to the person entitled to receive the notice, accompanied by a receipt for delivery. When the notice is served by personal delivery, the owner of the property shall submit to the department of construction and permits a signed affidavit stating the date and time of the delivery and an explanation of how the notice was served. The receipt, affidavit and a copy of the notice shall be available for inspection at the demolition site.

(b) The notice shall include the anticipated starting and completion date of the demolition work and the address at which it will be performed, and the name and telephone number of the contractor or other person performing the demolition work, and the following sentence: "Shortly before demolition, the City of Chicago may be using the structure at the above address for Chicago Fire Department training exercises." The notice also shall include the following language: "Nuisance controls imposed by the City of Chicago that apply to demolition work include the following:

(1) Dust. In order to avoid excessive dust, the area must be kept wet during processing except during periods that are below freezing. Chutes, plastic tarps and other measures are also necessary to provide dust control. Chutes are also required when lowering debris from upper floors.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in force and effect upon passage and approval.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration twenty-two proposed sign orders (which were referred March 14 and April 11, 2007) pursuant to Section 14-40-120, "Aldermanic Recommendation", of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body do *Pass* the attached orders (one -- 1st Ward, three -- 2nd Ward, three -- 32nd Ward, one -- 33rd Ward, one -- 37th Ward, ten -- 42nd Ward, one -- 46th Ward and two -- 47th Ward) transmitted herewith.

This recommendation was concurred in by the members of the Committee on Buildings, with no dissenting votes.

These orders shall be in full force and effect from and after their passage and publication.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

1159 South Canal Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Billboards, Inc., 15926 West 81st Street, Dyer, Indiana 46311, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1159 South Canal Street:

Dimensions: length, 36 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 35 feet
Total Square Foot Area: 360 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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20 East Chicago Avenue.
(135 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Red Star Outdoor, L.L.C., 700 North LaSalle Street, Suite 600, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 20 East Chicago Avenue (south elevation):

Dimensions: length, 13 feet, 6 inches; height, 10 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 135 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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20 East Chicago Avenue.
(360 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Red Star Outdoor, L.L.C., 700 North LaSalle Street, Suite 600, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 20 East Chicago Avenue (west elevation):

Dimensions: length, 36 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 360 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1334 North Cicero Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Neon Express Sign, Inc., 2819 West Montrose Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Marggies Famous Italian Beef, 1334 North Cicero Avenue:

Dimensions: length, 20 feet; height, 10 feet
Height Above Grade/Roof to Top of Sign: 15 feet
Total Square Foot Area: 400 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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333 North Dearborn Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Landmark Sign Group, 7424 Industrial Avenue, Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 333 North Dearborn Street, blade sign two double face for Hotel Sax (east/west elevation) (North/South State and Dearborn Streets):

Dimensions: length, 6 feet; height, 336 feet
Height Above Grade/Roof to Top of Sign: 98 feet, 6 inches
Total Square Foot Area: 200 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1467 North Elston Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Harvest Outdoor Media, 2516 Waukegan Road, PMB 350, Glenview, Illinois 60025, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one of two sign faces) at a commercial building, 1467 North Elston Avenue:

Dimensions: length, 60 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 100 feet
Total Square Foot Area: 1,200 square feet for each sign face.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and sign structures.

2536 North Elston Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Prime Media, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at warehouse building, 2536 North Elston Avenue:

Dimensions: length, 60 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 73 feet
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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100 West Grand Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Prime Media, L.L.C., 937 West Altgeld Street, Chicago, Illinois 60614, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at wall of building, 100 West Grand Avenue:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 48 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1330 -- 1334 North Halsted Street.
(400 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Prime Media, L.L.C., 1870 North Burling Street, Number 1, Chicago, Illinois 60614, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Brown, Udell, Pomerantz Law Firm, 1330 -- 1334 North Halsted Street:

Dimensions: length, 10 feet; height, 40 feet
Height Above Grade/Roof to Top of Sign: 55 feet
Total Square Foot Area: 400 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1330 -- 1334 North Halsted Street.
(672 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Prime Media, L.L.C., 1870 North Burling Street, Number 1, Chicago, Illinois 60614, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Brown, Udell, Pomerantz Law Firm, 1330 -- 1334 North Halsted Street:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 54 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3625 North Halsted Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Legacy Outdoor, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at manufacturing business, 3625 North Halsted Street:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4234 North Kedzie Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to The Holland Design Group, Inc., 1090 Brown Street, Wauconda, Illinois 60084, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4234 North Kedzie Avenue:

Dimensions: length, 15 feet; height, 8 feet
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 120 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

630 West Lake Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Legacy Outdoor, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Grand Stage Lighting Manufacturing Facility, 630 West Lake Street:

Dimensions: length, 20 feet; height, 40 inches
Height Above Grade/Roof to Top of Sign: 52 feet
Total Square Foot Area: 800 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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430 North Michigan Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Landmark Sign Group, 7424 Industrial Avenue, Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Billy Goat Tavern & Grill, 430 North Michigan Avenue (banner):

Dimensions: length, 70 feet; height, 2 feet, 6 inches
Height Above Grade/Roof to Top of Sign: ±17 feet
Total Square Foot Area: 175 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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634 North Orleans Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign

permit to Prime Media, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at office building, 634 North Orleans Street (south):

Dimensions: length, 20 feet; height, 24 feet
Height Above Grade/Roof to Top of Sign: 43 feet
Total Square Foot Area: 480 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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200 -- 202 South State Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Legacy Outdoor, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at wall of building, 200 -- 202 South State Street:

Dimensions: length, 14 feet; height, 55 feet
Height Above Grade/Roof to Top of Sign: 140 feet
Total Square Foot Area: 770 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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215 West Superior Street.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Prime Media, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Urban Innovations Office Building, 215 West Superior Street (west):

Dimensions: length, 25 feet; height, 30 feet
Height Above Grade/Roof to Top of Sign: 105 feet
Total Square Foot Area: 750 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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605 North Wabash Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Legacy Outdoor, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at parking garage, 605 North Wabash Avenue:

Dimensions: length, 20 feet; height, 40 feet
Height Above Grade/Roof to Top of Sign: 129 feet
Total Square Foot Area: 800 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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412 South Wells Street.
(672 Square Feet -- Southeast Wall)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Legacy Outdoor, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Hlepas Office Building, 412 South Wells Street (southeast wall):

Dimensions: length, 14 feet; height, 48 feet
Height Above Grade/Roof to Top of Sign: 130 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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412 South Wells Street.
(672 Square Feet -- Southwest Wall)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Legacy Outdoor, L.L.C., 2814 North Paulina Street, Chicago, Illinois 60657, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Hlepas Office Building, 412 South Wells Street (southwest wall):

Dimensions: length, 14 feet; height, 48 feet
Height Above Grade/Roof to Top of Sign: 130 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4725 North Western Avenue.
(123 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to ICON Identity Solutions, 1418 Elmhurst Road, Elk Grove Village, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet at Charter One, 4725 North Western Avenue (west elevation):

Dimensions: length, 41 feet, 2 inches; height, 3 feet
Height Above Grade/Roof to Top of Sign: 25 feet
Total Square Foot Area: 123 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of signs, billboards, signboards and related structures.

4725 North Western Avenue.
(140 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to ICON Identity Solutions, 1418 Elmhurst Road, Elk Grove Village, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet at Charter One, 4725 North Western Avenue (west elevation):

Dimensions: length, 29 feet, 2 inches; height, 4 feet, 10 inches
Height Above Grade/Roof to Top of Sign: 22 feet
Total Square Foot Area: 140 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of signs, billboards, signboards and related structures.

COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

APPROVAL OF PROPERTY AT 4201 WEST VICTORIA STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, having had under consideration a proposed resolution introduced by Alderman Laurino (39th Ward) authorizing Class 6(b) tax incentives for the property located at 4201 West Victoria Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution transmitted herewith.

This recommendation was concurred in by a viva voce vote of all Committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MARGARET LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this resolution in previous and unrelated matters.

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial purposes; and

WHEREAS, The City of Chicago (the "City"), consistent with the Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, CenterPoint Properties Trust, a Maryland corporation (the "Applicant"), owns certain real estate located generally at 4201 West Victoria Street, Chicago, Illinois 60646, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to substantially rehabilitate an approximately one hundred twenty-nine thousand six hundred thirteen (129,613) square foot industrial facility located on the Subject Property; and

WHEREAS, The Applicant has filed with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for a Class 6(b) tax incentive under the Ordinance; and

WHEREAS, The Subject Property is located within (i) the City of Chicago Enterprise Zone Number 4 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City as amended), and (ii) the Peterson/Pulaski Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of enterprise zones and redevelopment project areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, an applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located a resolution expressly stating that the municipality has determined that the incentive provided by Class 6(b) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

Be It Resolved by the City Council of the City of Chicago:

SECTION 1. That the City determines that the incentive provided by Class 6(b) is necessary for the development to occur on the Subject Property.

SECTION 2. That the City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 3. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the Ordinance.

SECTION 4. That this resolution shall be effective immediately upon its passage and approval.

Exhibit "A" referred to in this resolution reads as follows:

Exhibit "A".

Legal Description Of Subject Property:

A part of Lots 8 and 9 in Cook's Subdivision of that part of the east half of fractional Section 3, Township 40 North, Range 13, East of the Third Principal Meridian, lying south of Indian Boundary Line, which part of Lot 15 is more particularly described as follows:

beginning at the point of intersection of the east line of said Lot B, with the north line of West Bryn Mawr Avenue (which north street line is the north line of the south 33.00 feet of said east half of fractional Section 3) and running; thence west along said north street line a distance of 340.00 feet to its intersection with the west line of the east 1,512.81 feet of said east half of fractional Section 3; thence north along said west line of the east 1,512.81 feet (which west line is parallel with said east line of Lot 8), a distance of 707.77 feet to its intersection with the north line of the south 740.77 feet of said east half of fractional Section 3; thence east along said north line of the south 740.77 feet, a distance of 340.0 feet to its intersection with said east line of Lot 8; and thence south along said east lot line a distance of 707.77 feet to the point of beginning, in Cook County, Illinois.

Permanent Real Estate Tax Index Number ("P.I.N.")
For The Subject Property:

13-03-405-037-0000.

COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES.

AMENDMENT OF TITLE 7, CHAPTER 12 AND TITLE 11, CHAPTER 4 OF MUNICIPAL CODE OF CHICAGO REGARDING INVASIVE SPECIES CONTROL.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, for which a meeting was held on May 4, 2007 and having had under consideration an ordinance that was introduced by Mayor Richard M. Daley (referred on April 11, 2007) regarding invasive species, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of members of the Committee.

Respectfully submitted,

(Signed) VIRGINIA A. RUGAI,
Chairman.

On motion of Alderman Rugai, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Chapter 11-4 of the Municipal Code of Chicago is hereby amended by adding a new Article XXI, as follows:

Article XXI.

Invasive Species Control.

11-4-2710 Definitions.

For purposes of this Article XXI, the following definitions shall apply:

(a) "Business" shall have the meaning ascribed to it in Section 7-32-030 of this Code.

(b) "Ecosystem" means any living or non living organisms interacting as a unit wholly or partly within or adjoining the territorial boundaries of the City of Chicago.

(c) "Live transport species" means any species of aquatic or terrestrial life which may be transported live but which shall not be sold live and which are listed as a live transport species by the commissioner pursuant to rules and regulations promulgated by the commissioner.

(d) "Regulated invasive species" means any species of aquatic or terrestrial life listed as a regulated species by the commissioner pursuant to rules

and regulations promulgated by the commissioner, including but not limited to, any snakehead fish (any walking catfish of the clariidae family), any live grass carp/white amur (ctenopharyngodon idella), any bighead carp (hypophthalmichthys nobilis), any silver carp (hypophthalmichthys molitrix), or any black carp (mylopharyngodon piceus).

(e) "Regulated animal species" means any animal that is a regulated invasive species.

(f) "Regulated plant species" means any plant or viable plant material from a regulated invasive species.

(g) "Retailer" means any person engaged in the business of distributing, supplying, furnishing, or selling of good or services to a person for use or consumption.

(h) "Viable plant material" means any portion of a plant capable of reproduction, including but not limited to, any seeds, fragments, roots, flowers, or whole plants.

11-4-2720 List Of Regulated Invasive Species.

The commissioner shall keep and update as necessary a list of regulated invasive species. Such list shall be based upon, but not limited to, the following: (1) the economic impact of introducing this species into the ecosystem; (2) the hazards that this species present to the wildlife and wildlife resources of the city; (3) diseases and parasites associated with this species; and (4) any food or commercial value of this species. Except in an emergency as determined by the commissioner, the commissioner shall provide a reasonable period of public notice before updating the list to add one or more regulated animal or plant species. Such list shall be published as provided in subsection 2-30-030(12) of this Code.

11-4-2730 Regulated Invasive Species.

(a) It shall be unlawful for any person to do the following:

(1) Import, sell, transport, own, keep or otherwise possess any live or viable regulated animal species within the city; or

(2) Import, sell, transport, own, keep, or otherwise possess any live regulated plant species or any viable plant material from a regulated plant species within the city; or

(3) Release or introduce into the environment anywhere within the city any live regulated invasive species or viable plant material from a regulated plant species.

(b) The provisions of this subsection shall not apply to the following:

(1) Any person who imports, transports, carries, owns, keeps or otherwise possesses any regulated invasive species for zoological, educational, medical or scientific purposes if the person has obtained all applicable licenses or permits required by law, and the person makes such licenses or permits available for inspection by the commissioner; or

(2) Any business that imports, transports, carries, owns, keeps or otherwise possesses any live transport species for the sale or transfer of any such live transport species to any retailer; provided that the business has obtained all applicable licenses and permits required by law; or

(3) Any retailer that owns, keeps or otherwise possesses any live transport species for the retail sale or transfer of any such live transport species to a consumer; provided that the retailer purchased the live transport species from a business in compliance with subsection (b)(2) of this section, and kills the live transport species before the species is sold or provided to the consumer.

11-4-2740 Enforcement.

(a) The commissioner or the executive director of animal care and control is authorized to enforce the provisions of this article. The commissioner is authorized to adopt such rules and regulations as he or she may deem appropriate for the proper administration and enforcement of the provisions of this article. Any such rules and regulations shall be published as provided in subsection 2-30-030(12) of this Code.

(b) Violation of any portion of this article shall constitute a public nuisance. In addition to any fine or penalty, an amount up to three times the cost or expense incurred by the city in abating a nuisance may be recovered in an appropriate action instituted by the corporation counsel, or in a proceeding initiated by the department of the environment or the commission on animal care and control at the department of administrative hearings. Nothing in this section shall be construed to prevent the city from acting without notice to abate a nuisance in an emergency where the nuisance poses an immediate threat to public health or safety or to the environment.

(c) Any owner or manager or licensee of a business licensed in the city of Chicago who violates any provision of this article while doing business in the city of Chicago shall be fined not less than One Thousand Five Hundred and no/100 Dollars ($1,500.00) nor more than Three Thousand and no/100 Dollars ($3,000.00) for each offense. Any person who violates any provision of this article shall be fined not less than One Hundred and no/100 Dollars ($100.00) nor more than Five Hundred and no/100 Dollars ($500.00) for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

(d) In addition to any other remedies, penalties or means of enforcement, the commissioner or the executive director of animal care and control may request the department of law to make application on behalf of the city to any court of competent jurisdiction for an injunction requiring compliance with this article or for such other order as the court may deem necessary or appropriate to secure such compliance.

SECTION 2. Section 7-12-020 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

7-12-020 Definitions.

"Executive director" means the individual appointed by the mayor to (1) supervise and administratively direct the work of the animal control center or centers as established by and defined in this ordinance, (2) coordinate the activities of the animal control center or centers with the activities of other animal control and regulatory agencies within the State of Illinois and with humane societies as such societies are hereinafter defined, (3) supervise and administratively direct any neutering and spaying clinic established by the commission, (4) formulate and direct an educational program to develop better animal care, and (5) enforce the provisions of Article XXI of Chapter 11-4 of this Code.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Chapter 7-12 of the Municipal Code of Chicago is hereby amended by repealing Sections 7-12-380 and 7-12-385 in their entirety.

SECTION 4. This ordinance shall take full force and effect upon passage and approval.

COMMITTEE ON HEALTH.

CITIZENS OF CHICAGO URGED TO PARTICIPATE IN CAMPAIGN FOR BREAST CANCER AWARENESS.

The Committee on Health submitted the following report:

CHICAGO, April 30, 2007.

To the President and Members of the City Council:

The Committee on Health met on Monday, April 30, 2007 at 9:30 A.M. in City Council Chambers to hear a resolution on breast cancer awareness.

The measure was adopted with no dissenting votes.

Sincerely,

(Signed) ED H. SMITH,
Chairman.

On motion of Alderman E. Smith, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The Breast Cancer is a significant health problem in the City of Chicago, the State of Illinois and the entire nation; and

WHEREAS, The incidence of breast cancer in white women is actually higher than it is for African-American and Hispanic women; and

WHEREAS, Advances in mammography screening and breast cancer treatment have benefited white women over the last twenty years; and

WHEREAS, The mortality rate for white women with breast cancer has declined significantly over the last two decades but these advances have not helped to improve the survival rate for African-American and Hispanic women at all; and

WHEREAS, Breast cancer detection is most useful in the early stages of cancer, African-American and Hispanic women are far more likely to be diagnosed in the later stages of breast cancer due to lack of access to preventative health care; and

WHEREAS, African-American and Latino women are also less likely to be able to access the follow-up care required for reading the mammograms screens and treatment if required; and

WHEREAS, The rate at which African-American and Hispanic die from breast cancer is thirty-nine percent higher than for white women with breast cancer; and

WHEREAS, The Access Community Health Network has launched the Stand Against Cancer program to work with churches and parishes across the State of Illinois to urge African-American and Hispanic women to seek mammograms and ensure follow-up care; and

WHEREAS, The Stand Against Breast Cancer program is also urging its forty-five member churches in the Chicago area to participate in breast cancer awareness effort called "Pin-a-Sister Sunday" on Mother's Day, May 13th; and

WHEREAS, Greater awareness of the need for early mammograms and follow-up care can increase breast cancer survival rates for African-American and Hispanic women in Chicago and across the State of Illinois; and

WHEREAS, The Chicago City Council applauds the Access Community Health Network for its work to improve the health and lives of our citizens and curb the devastating breast cancer mortality rate for African-American and Hispanic women; now, therefore,

Be It Resolved, That the members of the Chicago City Council hereby urge every citizen to participate in efforts to heighten breast cancer awareness in every community and particularly in communities of color.

COMMITTEE ON HOUSING AND REAL ESTATE.

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ordinances by the Department of Planning and Development accepting bids to purchase city-owned properties at various locations, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

9325 South Emerald Avenue.

WHEREAS, The City of Chicago ("City"), acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 9325 South Emerald Avenue, and which consists of approximately eight hundred fifty-eight (858) square feet and which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the *Chicago Sun-Times*, *Chicago Defender* and *Hoy* for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received only one conforming sealed bid by John Gallagher, 4950 West 116th Street, Alsip, Illinois 60803 (the "Purchaser") in the amount of Two Thousand Ten and no/100 Dollars ($2,010.00); and

WHEREAS, D.P.D. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of the Purchaser be accepted by the City Council; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Council hereby accepts the bid of the Purchaser in the amount of Two Thousand Ten and no/100 Dollars ($2,010.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages, and re-offer the Property for sale in accordance with its standard procedures.

SECTION 4. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description (subject to title commitment and survey):

that part of Lot 11 in Joan Kaiser's Subdivision of the east half of the East 3 acres of the West 5 acres of the North 10 acres of the southwest quarter of the southwest quarter of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian and a resubdivision of Lots 1, 2, 3 and 4 in Block 3 in Walden and Mulvanes' Subdivision of the three-quarters of the southwest quarter of the southwest quarter of Section 4 aforesaid that lies and adjoining the north line of Lot 9 produced east in McIntosh's Subdivision of the south half of the west 2 acres and the west half of the east 3 acres of the west 5 acres of the north 10 acres of the south half of the west half of the southwest quarter of Section 4 aforesaid, in Cook County, Illinois.

Address:

9325 South Emerald Avenue
Chicago, Illinois 60620.

Property Index Number:

25-04-317-073-0000.

3422 West Ohio Street.

WHEREAS, The City of Chicago ("City"), acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 3422 West Ohio Street, and which is legally described on Exhibit A attached hereto ("Property"), which Property is located in the Chicago/Central Park Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City

Council on February 27, 2002 published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 79795 through 80025; and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the *Chicago Sun-Times*, *Chicago Defender* and *Hoy* for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received only one conforming sealed bid by Peter Creig Toalson and Nicole Marie Hall, 3420 West Ohio Street, Chicago, Illinois 60624 (the "Purchaser") in the amount of Seventeen Thousand Six Hundred and no/100 Dollars ($17,600.00); and

WHEREAS, D.P.D. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of the Purchaser be accepted by the City Council; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Council hereby accepts the bid of the Purchaser in the amount of Seventeen Thousand Six Hundred and no/100 Dollars ($17,600.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Purchaser, or to a land trust of which the Purchasers are the sole beneficiaries, or to a business entity of which the Purchasers are the sole controlling parties. Such deed shall include a covenant obligating the Purchaser to use the Property only for a use consistent with the land uses permitted under the redevelopment plan for the Area. Purchaser's acceptance of the City's deed shall constitute Purchaser's agreement to such covenant.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages, and re-offer the Property for sale in accordance with its standard procedures. Purchaser's acceptance of such quitclaim deed shall be deemed to be Purchaser's agreement to comply with such redevelopment obligations.

SECTION 4. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lot 2 in the subdivision of Lots 25 to 28, inclusive, in B. L. Anderson's Subdivision of Block 8 in Hardings Subdivision of the west half of the northeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3422 West Ohio Street
Chicago, Illinois 60624.

Property Index Number:

16-11-211-020-0000.

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208 West 111th Street.

WHEREAS, The City of Chicago ("City"), acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 208 West 111th Street, and which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the *Chicago Sun-Times*, *Chicago Defender* and *Hoy* for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received only one conforming sealed bid by Salem Haddad, 7117 West 111th Street, Worth, Illinois 60482 (the "Purchaser") in the amount of Twenty-two Thousand Five Hundred and no/100 Dollars ($22,500.00); and

WHEREAS, D.P.D. opened the sealed bid at a public meeting before a certified court reporter and has recommended that the sealed bid of the Purchaser be accepted by the City Council; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Council hereby accepts the bid of the Purchaser in the amount of Twenty-two Thousand Five Hundred and no/100 Dollars ($22,500.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard procedures. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages, and re-offer the Property for sale in accordance with its standard procedures.

SECTION 4. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lot 91 and the west 5.5 feet of Lot 92 in the subdivision of Lot 63 (except the railroad) in School Trustees' Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

208 West 111th Street
Chicago, Illinois 60628.

Property Index Number:

25-16-428-038-0000.

1413 -- 1415 West 120th Street.

WHEREAS, The City of Chicago ("City"), acting through its Department of Planning and Development ("D.P.D."), is the owner of the vacant parcel of property located at 1413 -- 1415 West 120th Street, Chicago, Illinois and which is legally described on Exhibit A attached hereto ("Property"), which Property is located in the 119th Street/I-57 Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council on November 6, 2002 published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 95327 through 95463; and

WHEREAS, D.P.D. has proposed to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the *Chicago Sun-Times, Chicago Defender* and *Hoy* for three (3) consecutive weeks; and

WHEREAS, In response to the aforesaid public notice, D.P.D. received the following conforming sealed bids: Frank J. Mulvey -- Twenty-five Thousand One Hundred and no/100 Dollars ($25,100.00), Guillermo Casanova -- Twenty-two Thousand Six Hundred Sixty-six and 66/100 Dollars ($22,666.66), Walter G. Adams -- Twenty Thousand and One and no/100 Dollars ($20,001.00), Christopher Penny -- Twenty Thousand and no/100 Dollars ($20,000.00) and Salem Haddad -- Twenty Thousand and no/100 Dollars ($20,000.00); and

WHEREAS, D.P.D. opened the sealed bids at a public meeting before a certified court reporter and has recommended that the sealed bid of Frank J. Mulvey, the highest bidder, be accepted by the City Council; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Council hereby accepts the bid of Frank J. Mulvey (the "Purchaser"), 10901 South Hamlin Avenue, Chicago, Illinois 60655, to purchase the Property for Twenty-five Thousand One Hundred and no/100 Dollars ($25,100.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party. Such deed shall include a covenant obligating the Purchaser to use the Property only for a use consistent with the land uses permitted under the redevelopment plan for the Area. Purchaser's acceptance of the City's deed shall constitute Purchaser's agreement to such covenant.

SECTION 3. D.P.D. is authorized to deliver the deed to the Purchaser upon receipt of the balance of the purchase price in accordance with its standard

procedures. D.P.D. is further authorized to refund the deposit checks to the unsuccessful bidders. In the event that the closing has not occurred within three (3) months from the passage of this ordinance through no fault of the City, D.P.D. may cancel the sale upon written notice to the Purchaser, retain the Purchaser's deposit check as liquidated damages, and offer the Property to the next highest bidder. Purchaser's acceptance of such quitclaim deed shall be deemed to be Purchaser's agreement to comply with such redevelopment obligations.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lots 5 and 6 in Block 8 in William R. Kerr's Subdivision of the north half of the west half of the northwest quarter of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1413 -- 1415 West 120th Street
Chicago, Illinois 60628.

Property Index Numbers:

25-29-105-005-0000; and

25-29-105-006-0000.

APPROVAL FOR SALE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred three ordinances by the Department of Planning and Development authorizing the sale of city-owned properties at the following locations: 5428 West Madison Street/1 -- 11 North Lotus Avenue, 6301 -- 6309 South University Avenue/1153 -- 1163 East 63rd Street and 2547 East 75th Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each not being a part of the ordinance):

5428 West Madison Street And 1 -- 11 North Lotus Avenue.

WHEREAS, The City of Chicago ("City") is the owner of the vacant parcel of property located at 5428 West Madison Street/1 -- 11 North Lotus Avenue, Chicago,

Illinois, which is legally described on Exhibit A attached hereto ("Property"), which Property is located in the Madison-Austin Corridor Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council on September 29, 1999, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages at 11501 through 11663; and

WHEREAS, Mac Alexander ("Grantee"), 5412 West Madison Street, Chicago, Illinois 60644, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

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

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee in the amount of Forty Seven Thousand and no/100 Dollars ($47,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. Such deed shall include a covenant obligating the Grantee to use the Property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantee's acceptance of the City's deed shall constitute Grantee's agreement to such covenant. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) a parking lot is constructed on the Property within twelve (12) months of the date of this deed; and 2) the Property is used as a parking lot in perpetuity.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

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

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

SECTION 3. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description (subject to title commitment and survey):

the west 25.75 feet of Lot 25 in Block 4 in Craft's Addition to Austinville, said addition being a subdivision of the west 36¼ acres of the south 43¾ acres of the west half of the southwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridan, in Cook County, Illinois.

Address:

5428 West Madison Street/1 -- 11 North Lotus Avenue
Chicago, Illinois 60644.

Property Index Number:

16-09-320-024-0000.

6301 -- 6309 South University Avenue And
1153 -- 1163 East 63rd Street.

WHEREAS, The City of Chicago ("City"), is the owner of the vacant parcel of property located at 6301 -- 6309 South University Avenue/1153 -- 1163 East 63rd Street, Chicago, Illinois, which is legally described on Exhibit "A" attached hereto ("Property"), which property is located in the Woodlawn Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council on January 20, 1999 published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 87763 through 87861; and

WHEREAS, 6300 -- 6308 South Woodlawn L.L.C., an Illinois limited liability company ("Grantee"), 2222 West Warren Boulevard, Chicago, Illinois 60612, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

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

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee in the amount of Two Hundred Twenty-five Thousand and no/100 Dollars ($225,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. Such deed shall include a covenant obligating the Grantee to use the Property only for use consistent with the land uses permitted under the redevelopment plan for the Area. Grantee's acceptance of the City's deed shall constitute Grantee's agreement to such covenant. The quitclaim deed shall also contain language substantially in the following form:

This conveyance is subject to the express conditions that: 1) a parking lot is constructed on the Property within twelve (12) months of the date of this deed; and 2) the Property is used as a parking lot in perpetuity.

In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

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

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

SECTION 3. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lots 5 to 9 in Wadsworth & Towle's Resubdivision of Lots 1, 2, 3, 9, 10, 11 and 12 in Towle & Evoy's Subdivision of Lots 1, 2, 5 and 6 of Block 1 of the Second Plat

of Woodlawn in the north half of the northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6301 -- 6309 South University Avenue/1153 -- 1163 East 63rd Street
Chicago, Illinois 60637.

Property Index Number:

20-23-108-001-0000.

2547 East 75th Street.

WHEREAS, The City of Chicago ("City") is the owner of the vacant parcel of property located at 2547 East 75th Street, Chicago, Illinois which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, 2533 East 75th Street Property L.L.C., an Illinois limited liability company ("Grantee") 2747 North Lincoln Avenue, Chicago, Illinois, 60614, has offered to purchase the Property from the City for the purpose of constructing a parking lot thereon; and

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

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Council hereby approves the sale of the Property to the Grantee in the amount of Forty-seven Thousand and no/100 Dollars ($47,000.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Grantee. The quitclaim deed shall contain language substantially in the following form:

This conveyance is subject to the express condition that a parking lot is built on the Property within twelve (12) months of the date of this deed.

In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry shall terminate upon the issuance of a certificate of completion, release or similar instrument by the City of Chicago.

SECTION 3. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lot 3 in Block 1 in South Shore Park, being a subdivision of the west half of the southwest quarter of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

2547 East 75th Street
Chicago, Illinois.

Property Index Number:

21-30-303-003-0000.

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT 1540 NORTH MENARD AVENUE TO MS. TANYA LOCKE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 1540 North Menard Avenue to Ms. Tanya Locke, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cardenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Munoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colon, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

WHEREAS, The City owns that certain parcel of real property commonly known as 1540 North Menard Avenue (Permanent Index Number 16-05-203-021), Chicago, Illinois (subject to final title commitment and survey, the "Property"); and

WHEREAS, Tanya Locke (the "Developer") has offered to purchase the Property from the City for its appraised fair market value of Twenty-six Thousand Five Hundred and no/100 Dollars ($26,500.00) and has proposed to build a single-family home on the Property (the "Project"); and

WHEREAS, By Resolution Number 07-21-21, adopted by the Plan Commission of the City of Chicago ("Commission") on March 15, 2007, the Commission recommended the sale of the Property to the Developer; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on March 16, 23 and 30, 2007; and

WHEREAS, No alternative proposals have been received by the deadline indicated in the aforesaid notices; 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 Property to the Developer for a purchase price of Twenty-six Thousand Five Hundred and no/100 Dollars ($26,500.00) is hereby approved. Prior to the City's conveyance of the Property, the Developer may obtain a phase I environmental report covering the Property. If the Developer provides a copy of such report and evidence of payment to the City prior to the City's conveyance of the Property, the Developer shall be entitled to a credit for the cost of such report, up to a maximum of Three Thousand Dollars ($3,000), against the purchase price. If the report discloses material environmental conditions needing remediation the Developer shall not be obligated to purchase the Property from the City unless the Developer and the City agree upon a remediation plan. If no such agreement is reached, the City shall bear the cost of the phase I environmental report.

At the time of conveyance of the Property, the Developer shall deposit with the City an additional One Thousand Three Hundred Twenty-five and no/100 Dollars ($1,325.00) as a performance deposit to secure the Developer's performance of its obligations under this ordinance and the deed described in Section 3 below (the "City Deed"). Upon the City's issuance of the Certificate (as defined in the City Deed), the performance deposit shall be returned to the Developer. If the Developer defaults in the performance of its obligations under this ordinance and the City Deed, and such default is not cured within the cure period set forth in the City Deed, the City shall be entitled to retain such performance deposit.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property

to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the owner and controlling party. The quitclaim deed shall be substantially in the form of Exhibit A to this ordinance.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval. If the Developer has not closed on the purchase of the Property by July 15, 2007, this ordinance shall be null and void, and the City shall have no authority to thereafter convey the Property to the Developer. Notwithstanding the foregoing, such July 15, 2007 date may be extended by the Commissioner of the City's Department of Planning and Development, in her sole discretion, by one extension period up to ninety (90) days in length.

SECTION 5. 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 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately effective upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Quitclaim Deed.

Grantor, the City of Chicago, an Illinois municipal corporation ("Grantor"), having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602, for and in consideration of Twenty-six Thousand Five Hundred and no/100 Dollars ($26,500.00) (the "Purchase Price"), conveys and quitclaims, pursuant to ordinance adopted _____, 2007, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to Tanya Locke ("Grantee"), whose address is 1431 North Menard Avenue, Chicago, Illinois 60651, all interest and title of Grantor in the following described real property ("Property"):

[See Legal Description Attached Hereto As (Sub)Exhibit A.]

Further, this quitclaim deed ("Deed") is made and executed upon, and is subject to the conditions and covenants set forth below in paragraphs First through Seventh, said conditions and covenants being a part of the consideration for the Property and being covenants running with the land from the date on which this Deed is recorded, which conditions and covenants shall be binding upon Grantee and its successors and assigns, but which covenants shall terminate upon the issuance of a certificate of completion ("Certificate") by the Department of Planning and Development of the City of Chicago ("D.P.D.") upon Grantee's completion of construction in accordance with the following covenants:

First: Grantee shall construct on the Property a single-family home with the following features: all street facing facades shall be brick-faced masonry construction, wrapped around the sides to six (6) feet; front stoops made of concrete, wood or metal; cast stone or concrete may be utilized for architectural details above windows and doors and to create a projecting cornice line; exposed concrete masonry units and vinyl siding materials are prohibited; trash receptacles/enclosures off the alley; windows glazed with clear glass; and the design of the building should reflect the facade elements founds in the surrounding neighborhood and RS2 zoning requirements, including building style, material, proportions and height.

Second: Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due;

This Transfer Is Exempt Pursuant To The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060.B.

Third: Grantee shall not encumber the Property, or portion thereof, except to secure financing solely to obtain a construction loan for the aforesaid improvements and any permanent refinancing(s) of such construction loan;

Fourth: Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property or any portion thereof;

Fifth: Grantee shall diligently proceed with the construction of the Single-Family Home by commencing construction of the Single-Family Home by July 15, 2007 and by completing construction by March 15, 2008;

Sixth: Grantee shall have no rights to convey any right, title or interest in the Property subject to paragraph "Seventh" below; and

Seventh: Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age,

handicap, disability, sexual orientation, military discharge status, parental status or source of income in the construction of the Single-Family Home.

In the event that subsequent to the conveyance of the Property and prior to delivery of the Certificate of Completion by Grantor, Grantee defaults in or breaches any of the terms or conditions described in this Deed which have not been cured or remedied within thirty (30) days of Grantee's receipt of written notice from the Grantor, Grantor may, upon payment to Grantee (or any holder of a first mortgage) of the purchase price recited above (or such lesser amount as may be owed the first mortgagee), re-enter and take possession of the Property or portion thereof, terminate the estate conveyed by the Deed to Grantee as well as Grantee's right of title and all other rights and interests in and to the Property conveyed by the Deed to Grantee and revest title in said Property or portion thereof with the City; provided, however, that said revesting of title in the City shall always be limited by, and shall not defeat, render invalid or limit in any way, the lien of any first mortgage for the protection of the holder of the first mortgage (except to the extent that any such first mortgagee is paid, as provided for above). The Property shall thereafter be developed in accordance with the terms of this deed, unless the City elects otherwise.

Notwithstanding any of the provisions of the Deed, the holder of a first mortgage or a holder who obtains title to the Property as a result of foreclosure of the first mortgage (or deed in lieu thereof) shall not itself be obligated by the provisions of the Deed to construct or complete the construction of the Single-Family Home or guarantee such construction or completion, nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Nothing in this section shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon except as permitted under this Deed.

When Grantee provides D.P.D. with a certificate of occupancy for the Single-Family Home, and provided that Developer has performed all of its other obligations under this Deed, D.P.D. shall furnish Grantee with a Certificate of Completion in recordable form, and covenants One through Seven above shall terminate upon the recording of such Certificate of Completion and the D.P.D. shall return the One Thousand Three Hundred Twenty-five and no/100 Dollars ($1,325.00) performance deposit to the Grantee. Such Certificate of Completion shall not constitute, however, evidence that Developer has complied with any applicable provisions of federal, state or local laws, ordinances and regulations with regard to the completion of the Single-Family Home and shall not serve as any "guaranty" as to the quality of the construction of said structure.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed an attested, by the Mayor and by the City Clerk, on or as of the ____ day of _____, 2007.

City of Chicago, a municipal corporation

_____

Richard M. Daley,
Mayor

Attest:

_____

Miguel del Valle,
City Clerk

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Richard M. Daley and Miguel del Valle, personally known to me to be the Mayor and City Clerk of the City of Chicago, respectively, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as said Mayor and City Clerk, respectively, each person signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as each person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2007.

_____

Notary Public

(Sub)Exhibit "A" referred to in this Quitclaim Deed reads as follows:

(Sub)Exhibit "A".
(To Quitclaim Deed)

Legal Description Of Property (subject to final title commitment and survey):

Lot 11 in Block 1 in Wassell and Bramberg's North Avenue Subdivision of the east half of the southeast quarter of the northwest quarter of the northeast quarter of Section 5, also the east half of the northeast quarter of the northwest quarter of the northwest quarter of the northeast quarter of Section 5, all in Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1540 North Menard Avenue
Chicago, Illinois.

Permanent Index Number:

16-05-203-021.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 2622 WEST 24TH PLACE AND 2621 WEST LUTHER STREET TO MR. PEDRO BONILLA.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 2622 West 24th Place/2621 West Luther Street to Pedro Bonilla, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

WHEREAS, The City owns those certain parcels of real property commonly known as 2622 West 24th Place (Property Index Number 16-25-213-037) and 2621 West Luther Street (Property Index Number 16-25-219-015), Chicago, Illinois (subject to final title commitment and survey, individually, each a "Parcel", and collectively, the "Property"); and

WHEREAS, Pedro Bonilla (together with any entity owned and controlled by such individual, the "Developer") has offered to purchase the Property from the City for its appraised fair market value of Seventy-Two Thousand and no/100 Dollars ($72,000.00) and has proposed to build a single-family home on each Parcel (the "Project"); and

WHEREAS, By Resolution Number 07-10-21, adopted by the Plan Commission of the City of Chicago ("Commission") on February 15, 2007, the Commission recommended the sale of the Property to the Developer; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on February 23 and 26, and March 5, 2007; and

WHEREAS, No alternative proposals have been received by the deadline indicated in the aforesaid notices; 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 Property to the Developer for a purchase price of Seventy-Two Thousand and no/100 Dollars ($72,000.00) is hereby approved. Prior to the City's conveyance of the Property, the Developer may obtain a phase I environmental report covering one or both of the Parcels. If the Developer provides a copy of such report and evidence of payment to the City prior to the City's conveyance of the Property, the Developer shall be entitled to a credit for the cost of such report, up to a maximum of Three Thousand Dollars ($3,000), against the purchase price. If the report discloses material environmental conditions needing remediation the Developer shall not be obligated to purchase the Property from the City unless the Developer and the City agree upon a remediation plan. If no such agreement is reached, the City shall bear the cost of the phase I environmental report.

At the time of conveyance of the Property, the Developer shall deposit with the City an additional Three Thousand Six Hundred and no/100 Dollars ($3,600.00) as a performance deposit to secure the Developer's performance of its obligations under this ordinance and the deed described in Section 3 below (the "City Deed"). Upon the City's issuance of the Certificate (as defined in the City Deed), the performance deposit shall be returned to the Developer. If the Developer defaults in the performance of its obligations under this ordinance and the City Deed and, such default is not cured within the cure period set forth in the City Deed, the City shall be entitled to retain such performance deposit.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the owner and controlling party. The quitclaim deed shall be substantially in the form of Exhibit A to this ordinance.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval. If the Developer has not closed on the purchase of the Property by June 1, 2007, this ordinance shall be null and void, and the City shall have no authority to thereafter convey the Property to the Developer. Notwithstanding the foregoing, such June 1, 2007 date may be extended by the Commissioner of the City's Department of Planning and Development, in her sole discretion, by one extension period up to sixty (60) days in length.

SECTION 5. 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 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately effective upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Quitclaim Deed.

Grantor, the City of Chicago, an Illinois municipal corporation ("Grantor"), having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602, for and in consideration of Seventy-two Thousand and no/100 Dollars ($72,000.00) (the "Purchase Price"), conveys and quitclaims, pursuant to ordinance adopted _____, 2007, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to Pedro Bonilla, ("Grantee"), whose address is 8306 South Oketo, Bridgeview, Illinois 60455, all interest and title of Grantor in the following described real property ("Property"):

[See Legal Description Attached Hereto As (Sub)Exhibit A.]

Further, this quitclaim deed ("Deed") is made and executed upon, and is subject to the conditions and covenants set forth below in paragraphs First through

Seventh, said conditions and covenants being a part of the consideration for the Property and being covenants running with the land from the date on which this Deed is recorded, which conditions and covenants shall be binding upon Grantee and its successors and assigns, but which covenants shall terminate upon the issuance of a certificate of completion ("Certificate") by the Department of Planning and Development of the City of Chicago ("D.P.D.") upon Grantee's completion of construction in accordance with the following covenants:

First: Grantee shall construct one (1) single-family home on each of the two (2) parcels that comprise the Property, and each such single-family home shall have the following construction features: wood frame construction with face brick on the front facade and siding on the remaining elevations; energy efficient windows with limestone sills and exterior insulated aluminum doors; approximately sixteen hundred (1600) square feet of livable space; CMU/Split Face/Cinder Block are prohibited on any of the exterior elevations; compliant with the Chicago Landscape Ordinance; a least two (2) new parking spaces on the applicable parcel of the Property; trash receptacles/enclosures off the alley; windows glazed with clear glass; and otherwise constructed in substantial and material compliance with elevation "SK-1" prepared by Marco A. Guiterrez, the architect, and attached to this Deed as (Sub)Exhibit B;

This Transfer Is Exempt Pursuant To The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); And The Chicago Real Property Teamster Tax, Municipal Code Section 3-30-060B.

Second: Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due;

Third: Grantee shall not encumber the Property, or portion thereof, except to secure financing solely to obtain a construction loan for the aforesaid improvements and any permanent refinancing(s) of such construction loan;

Fourth: Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property or any portion thereof;

Fifth: Grantee shall diligently proceed with the construction of the two (2) Single-Family Homes by first, applying for a building permit for the each Single-Family within two (2) months from the date of conveyance of the Property from Grantor; second, to Grantee commencing construction of each single-family homes within two (2) months of the issuance of the building permit applicable to that single-family homes; and third, complete construction of both Single-Family Homes within eight (8) months after such conveyance;

Sixth: Grantee shall have no rights to convey any right, title or interest in the Property subject to paragraph Seventh below; and

Seventh: Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age, handicap, disability, sexual orientation, military discharge status, marital status, parental status or source of income in the construction of the two (2) single-family homes.

In the event that subsequent to the conveyance of the Property and prior to delivery of the Certificate of Completion by Grantor, Grantee defaults in or breaches any of the terms or conditions described in this Deed which have not been cured or remedied within ninety (90) days of Grantee's receipt of written notice from the Grantor, Grantor may, upon payment to Grantee (or any holder of a first mortgage) of the Purchase Price recited above (or such lesser amount as may be owed the first mortgagee), re-enter and take possession of the Property or portion thereof, terminate the estate conveyed by the Deed to Grantee as well as Grantee's right of title and all other rights and interests in and to the Property conveyed by the Deed to Grantee, and revest title in said Property or portion thereof with the City; provided, however, that said revesting of title in the City shall always be limited by, and shall not defeat, render invalid or limit in any way, the lien of any first mortgage for the protection of the holder of the first mortgage (except to the extent that any such first mortgagee is paid, as provided for above). The Property shall thereafter be developed in accordance with the terms of this deed, unless the City elects otherwise.

Notwithstanding any of the provisions of the Deed, the holder of a first mortgage or a holder who obtains title to the Property as a result of foreclosure of the first mortgage (or deed in lieu thereof) shall not itself be obligated by the provisions of the Deed to construct or complete the construction of the single-family homes or guarantee such construction or completion, nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Nothing in this section shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon except as permitted under this Deed.

When Grantee provides D.P.D. with a certificate of occupancy for the single-family homes, and provided that Developer has performed all of its other obligations under this Deed, D.P.D. shall furnish Grantee with a Certificate of Completion in recordable form, and covenants One through Seventh above shall terminate upon the recording of such Certificate of Completion and the D.P.D shall return the Three Thousand Six Hundred and no/100 Dollars ($3,600.00) performance deposit to the Grantee. Such Certificate of Completion shall not constitute, however, evidence that Developer has complied with any applicable provisions of federal, state or local laws, ordinances and regulations with regard to the completion of the single-family homes and shall not serve as any "guaranty" as to the quality of the construction of said structure.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed an attested, by the Mayor and by the City Clerk, on or as of the ____ day of _____, 2007.

City of Chicago, a municipal corporation

_____

Richard M. Daley,
Mayor

Attest:

_____

Miguel del Valle,
City Clerk

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Richard M. Daley and Miguel del Valle, personally known to me to be the Mayor and City Clerk of the City of Chicago, respectively, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as said Mayor and City Clerk, respectively, each person signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as each person's free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2007.

_____

Notary Public

[(Sub)Exhibit "B" referred to in this Quitclaim Deed printed on page 104659 of this *Journal.*]

(Sub)Exhibit "A" referred to in this Quitclaim Deed reads as follows:

(Sub)Exhibit "A".
(To Quitclaim Deed)

Legal Description Of Property.

[Subject To Final Title Commitment And Survey]

Parcel 1:

Lot 38 in Cyrus H. McCormick Estate Subdivision of Block 11 in S.J. Walker's Subdivision of the northeast quarter of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

2622 West 24th Place
Chicago, Illinois.

Permanent Index Number:

16-25-213-037.

Parcel 2:

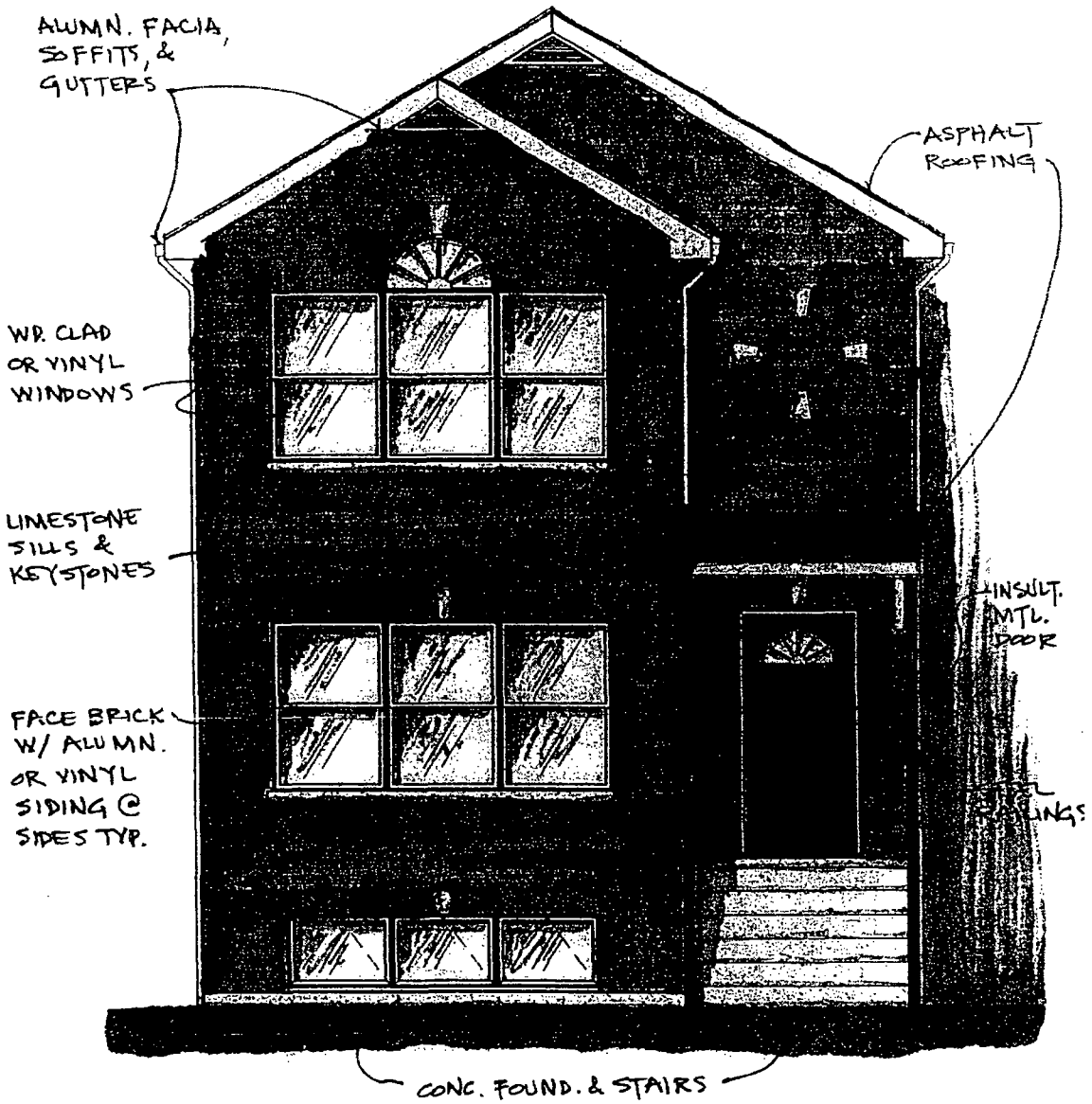
Lot 104 in Cyrus H. McCormick Estate Subdivision of Block 11 in S.J. Walker's Subdivision of the northeast quarter of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

2621 West Luther Street
Chicago, Illinois.

(Sub)Exhibit "B".
(To Quitclaim Deed)

Front Facade.



APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 645 NORTH AVERS AVENUE TO AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH NHS REDEVELOPMENT CORPORATION FOR REHABILITATION OF TWO-FLAT BUILDING UNDER PRESERVING COMMUNITIES TOGETHER PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing a sale of property pursuant to the Preserving Communities Together Program at 645 North Avers Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) 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, There are a substantial number of abandoned, deteriorated and dangerous buildings in the City which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings; and

WHEREAS, The City has created the Preserving Communities Together ("P.C.T.") Program to help abate the dangers posed by abandoned, deteriorated and dangerous buildings in the City through the acquisition and subsequent conveyance of the buildings to parties who have proposed to rehabilitate them; and

WHEREAS, The City is the owner of the property commonly known as 645 North Avers Avenue, Chicago, Illinois, and identified by Permanent Index Number 16-11-113-012 (subject to final title commitment and survey, "Property") which two-flat family residence in need of substantial repair and is qualified to be included in the P.C.T. Program; and

WHEREAS, NHS Redevelopment Corporation, an Illinois not-for-profit corporation ("Developer") has proposed to purchase the Property from the City and rehabilitate it for use as a two-flat building in accordance with provisions of the P.C.T. Program; and

WHEREAS, The Department of Housing of the City has reviewed the Developer's application and has recommended that the City Council approve the conveyance of the Property to the Developer for purposes of rehabilitating the two-flat building home located thereon in accordance with the provisions of the P.C.T. Program; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The sale of the Property to the Developer in the amount of Two Thousand Five Hundred and no/100 Dollars ($2,500.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer. The Commissioner of Housing is authorized to negotiate and execute a redevelopment agreement with the Developer, and such

other documents which may be required or necessary to implement the intent and objectives of the P.C.T. Program, subject to the approval of the Corporation Counsel.

SECTION 2. The Mayor is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to the approval of the Corporation Counsel.

SECTION 3. 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 4. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect upon its passage and approval.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 4913, 4921 AND 4929 SOUTH DR. MARTIN LUTHER KING, JR. DRIVE TO AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH CONSTRUCTION TRADES ASSOCIATES, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 4913, 4921 and 4929 South Dr. Martin Luther King, Jr. Drive, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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, The City is the owner of the parcels of real property commonly known as 4913, 4921 and 4929 South Dr. Martin Luther King, Jr. Drive, Chicago, Illinois, which are legally described on Exhibit A attached hereto (the "City Land"); and

WHEREAS, Construction Trades Associates, Inc., an Illinois corporation (the "Developer"), has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the City Land for Seven Hundred Twenty-seven Thousand and no/100 Dollars ($727,000.00), which is One Hundred Forty-three Thousand and no/100 Dollars ($143,000.00) less than its appraised fair market value of Eight Hundred Seventy Thousand and no/100 Dollars ($870,000.00); and

WHEREAS, The Developer shall thereafter construct on the City Land a twenty (20) unit condominium project in three (3) separate all masonry buildings, including two eight-flat buildings and one four-flat building, together with twenty (20) off-street parking spaces (the "Project"); and

WHEREAS, As additional consideration for the transfer of the City Land to the Developer and the land write-down recited above, the Developer has agreed to sell two condominium units in the Project for the prices specified in the Redevelopment Agreement (as hereinafter defined) to households earning no more than one hundred percent (100%) of the median income for the Chicago Primary Metropolitan Statistical Area ("P.M.S.A.") in the case of two (2) Affordable Units; and

WHEREAS, By Resolution Number 06-52-21, adopted on April 20, 2006, the Chicago Plan Commission authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the City Land and approved the Department's request to advertise for alternative proposals; and

WHEREAS, Public notices advertising the Departments intent to enter into a negotiated sale of the City Land with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on April 26, 2006, April 28, 2006 and April 30, 2006; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; 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 Land to the Developer in the amount of Seven Hundred Twenty-Seven Thousand and no/100 Dollars ($727,000.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit B (the "Redevelopment Agreement"). The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed or quitclaim deeds conveying the City Land to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or which is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

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

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

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

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Legal Description Of City Land.

(Subject To Final Survey And Title Commitment)

[To Come]

Commonly Known As:

4913, 4921 and 4929 South Dr. Martin Luther King, Jr. Drive
Chicago, Illinois.

Permanent Index Numbers:

20-10-215-008-0000;

20-10-215-010-0000; and

20-10-215-012-0000.

Exhibit "B".
(To Ordinance)

Agreement For The Sale And Redevelopment Of Land.

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ___ day of _____, 2007, 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 **CONSTRUCTION TRADES ASSOCIATES, INC.**, an Illinois corporation ("Developer"), whose offices are located at 1527 Acorn Ct., Wheeling, Illinois 60090.

RECITALS

WHEREAS, the Developer desires to purchase from the City the real property commonly known as 4913 S. King Drive, 4921 S. King Drive, and 4929 S. King Drive, Chicago, Illinois, which is legally described on Exhibit A attached hereto (the "City Land"); and

WHEREAS, the City Land is located in the Grand Boulevard Community; and

WHEREAS, the Developer intends to use the City Land to construct twenty (20) condominiums in three separate all masonry buildings with twenty (20) off-street parking spaces (the "Project"), as more fully described on Exhibit B attached hereto; and

WHEREAS, the Developer is purchasing the City Land from the City for Seven Hundred Twenty-Seven Thousand and no/100 Dollars ($727,000), which is less than its appraised fair market value of Eight Hundred Seventy Thousand and no/100 Dollars ($870,000); and

WHEREAS, because the sales price of the City Land is less than fair market value, the Developer is required to build two (2) affordable housing units in the project, or pay a fee in lieu of the development of such affordable housing units, in accordance with Chapter 2-44-090 of the Municipal Code of the City, as amended (the "Affordable Housing Ordinance"); and

WHEREAS, in order to satisfy the Affordable Housing Ordinance requirements and as additional consideration for the transfer of the City Land, the Developer has agreed to sell two (2) condominium units to be constructed on the City Land (each, an "Affordable Unit" and if more than one, the "Affordable Units") for the prices set forth in Section 14.3 below to households whose adjusted annual income at the time of executing a purchase contract for the Affordable Unit does not exceed 100% of the median income for the Chicago Primary Metropolitan Statistical Area ("PMSA") in the case of the two (2) Affordable Units (each such income-eligible household, a "Qualified Household" and if more than one, the "Qualified Households"); and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____, 2007, and published at pages _____ through _____ in the Journal of the Proceedings of the City Council of such date, authorized the sale of the City Land to the Developer, subject to the execution, delivery and recording of this Agreement; and

WHEREAS, the Developer and the City acknowledge that the implementation of the policies and provisions described in this Agreement will be of mutual benefit to the Developer and the City.

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. PURCHASE PRICE.

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the City Land, for the sum of Seven Hundred Twenty-Seven Thousand and no/100 dollars ($727,000) ("Purchase Price"), to be paid to the City at the Closing (as defined in Section 4) in cash or by certified or cashier's check or wire transfer of immediately available funds, less the Earnest Money (as defined in Section 3.1). Except as specifically provided herein to the

contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs. The Developer acknowledges that the Purchase Price is approximately One Hundred Forty-Three Thousand and no/100 Dollars ($143,000) less than the fair market value of the City Land and that the City has only agreed to sell the City Land to the Developer for the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, Section 14. The Developer acknowledges that upon the recording of this Agreement, the City shall have a lien against the City Land (the "In Lieu Fee Lien") in an amount equal to the payment of fees in lieu of creating the Affordable Units (the "In Lieu Fee Lien Amount"), in accordance with Section 2-44-090(i)(1) of the Affordable Housing Ordinance. The In Lieu Fee Lien Amount shall not amortize, but shall be an amount immediately due and payable to the City if the Developer fails to sell the Affordable Units to Qualified Households in accordance with Section 14.3 below. The In Lieu Fee Lien, as evidenced by this Agreement, shall be released upon the sale of the Affordable Units as expressly contemplated and permitted under this Agreement. The In Lieu Fee Lien shall be junior to the lien of any construction loan mortgage approved pursuant to Section 9.2.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

3.1 Earnest Money. Upon the execution of this Agreement by the Developer, the Developer shall deposit with the City the amount of Thirty-Six Thousand Three Hundred Fifty and 00/100 Dollars ($36,350) ("Earnest Money"), which shall be credited against the Purchase Price at the Closing (as defined in Section 4 below). If the Developer terminates this Agreement pursuant to Section 6.2, the Earnest Money shall be returned to the Developer.

3.2 Performance Deposit. Upon the execution of this Agreement by the Developer, the Developer shall deposit with the City the amount of Thirty-Six Thousand Three Hundred Fifty and 00/100 Dollars ($36,350), as security for the performance of its obligations under this Agreement ("Performance Deposit"), which the City will retain until the City issues the last Partial Certificate of Completion (as defined in Section 9).

3.3 Interest. The City will pay no interest to the Developer on the Earnest Money or Performance Deposit.

SECTION 4. CLOSING.

The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of Chicago Title Insurance Company ("Title Company"), 171 North Clark Street, Chicago, Illinois 60601, within thirty (30) days after the Developer has satisfied all conditions precedent set forth in Section 9, unless DPD, in its sole discretion, waives such conditions, or on such date as the parties mutually agree upon in writing (the "Closing Date"); provided, however, in no event shall the

Closing occur any later than June 15, 2007 (the "Outside Closing Date"), unless DPD, in its sole discretion, extends the Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

SECTION 5. CONVEYANCE OF TITLE.

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

(a) the Redevelopment Plan for the Redevelopment Area;

(b) the standard exceptions in an ALTA title insurance policy;

(c) general real estate taxes and any special assessments or other taxes;

(d) all easements, encroachments, covenants and restrictions of record and not shown of record;

(e) such other title defects as may exist; and

(f) any and all exceptions caused by the acts of the Developer or its agents.

5.2 Recording Costs. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Land to the Developer.

SECTION 6. TITLE AND SURVEY.

6.1 The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance for the City Land, Commitment No. _____, with an effective date of _____, issued by the Title Company (the "Title Commitment"), showing the City in title to the City Land. The Developer 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 insurance, extended coverage or other endorsements it deems necessary. The Developer shall also be solely responsible for and shall pay all costs associated with obtaining any survey it deems necessary.

6.2 The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate tax liens on the City Land prior to the Closing, to the extent such tax liens can be waived or released through submission of an abatement letter to the

Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the City Land is encumbered with any other exceptions that would adversely affect the use and insurability of the City Land for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the City Land subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) days prior to the Closing Date, in which event the City shall return the Earnest Money and Performance Deposit to the Developer, 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 Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to all exceptions. The Developer shall be responsible for all taxes accruing after the Closing.

SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer shall apply for all necessary building permits and other required permits and approvals for the construction of the Project no later than fourteen (14) days after the City Council authorizes the sale of the City Land, unless DPD, in its sole discretion, extends such application date, and shall pursue such permits and approvals in good faith and with all due diligence.

SECTION 8. PROJECT BUDGET AND PROOF OF FINANCING.

The total budget for the Project as of January 2006 was estimated to be Five Million Eighty-Four Thousand Five Hundred Ninety-Two and 00/100 Dollars ($5,084,592) (the "Preliminary Project Budget"). Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to DPD for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of funds adequate to finance the purchase of the City Land and the construction of the Project ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Developer's lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

SECTION 9. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.

The obligations of the City under this Agreement are contingent upon the delivery or satisfaction of each of the following items at least fourteen (14) days prior to the Closing Date, unless another time period is specified below:

9.1 Final Governmental Approvals. The Developer shall deliver to the City evidence of its application for all building permits and other final governmental approvals necessary to construct the Project. After the Closing Date, the Developer shall provide DPD with copies of the actual permits issued and, in any event, shall

obtain all requisite permits prior to commencing construction of the project.

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

9.3 Simultaneous Loan Closing. On the Closing Date, the Developer shall simultaneously close all financing approved pursuant to Section 9.2, and be in a position to immediately commence construction of the Project.

9.4 Insurance. The Developer shall deliver to the City evidence of insurance reasonably acceptable to the City. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the last Partial Certificate of Completion (as defined in Section 13 below). With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

9.5 Legal Opinion. The Developer shall deliver to the City a legal opinion in substantially the form attached hereto as Exhibit C.

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

9.7 Organization and Authority Documents. The Developer shall deliver to the City the Developer's articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the by-laws of the Developer, as certified by the secretary of the Developer; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing; a City residential real estate developer's license; and such other corporate authority and organizational documents as the City may reasonably request.

9.8 Subordination Agreement. Prior to recording any mortgage approved pursuant to Section 9.2, the Developer shall deliver to the City a subordination agreement substantially in the form attached hereto as Exhibit D ("Subordination Agreement").

9.9 MBE/WBE, and City Residency Hiring Wage Compliance Plan. The Developer and the Developer's general contractor and all major subcontractors shall meet with staff from the Department of Housing ("DOH") regarding compliance with the MBE/WBE, and city residency hiring and other requirements set forth in Section 23, and at least seven (7) days prior to the Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 23.4.

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

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

If any of the conditions in this Section 9 have not been satisfied to the City's reasonable satisfaction within the time periods provided for herein, the City may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 10. CONSTRUCTION REQUIREMENTS.

10.1 Site Plans. The Developer shall construct the Project on the City Land in accordance with the site plan and other drawings prepared by Atelier' 7 attached hereto as Exhibit E, and the final plans and specifications prepared by Atelier' 7, dated _____, 200__, which have been approved by DPD and which are incorporated herein by reference (collectively, "Plans"). No material deviation from the Plans may be made without the prior written approval of DPD. If the Developer submits and DPD approves revised site plans or architectural drawings after the date of this Agreement, the term "Plans" as used herein shall refer to the revised site plans and architectural drawings upon DPD's written approval of the same.

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

limitation, any paving of sidewalks, landscaping and lighting.

10.3 City's Right to Inspect City Land. For the period commencing on the Closing Date and continuing through the date the City issues the last Partial Certificate of Completion, any duly authorized representative of the City shall have access to the City Land at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws").

10.4 Barricades and Signs. Promptly after the execution of this Agreement, the Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the City Land as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the City Land.

SECTION 11. 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 Construction and Permits ("DCAP") 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 City Land, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the City Land or any part thereof.

SECTION 12. COMMENCEMENT AND COMPLETION OF PROJECT.

The Developer shall commence construction of the Project no later than July 1, 2007, and shall complete the Project (as evidenced by the issuance of the last Partial Certificate of Completion) no later than September 1, 2009; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Project in accordance with the Plans and all Laws and covenants and restrictions of record.

SECTION 13. PARTIAL CERTIFICATES OF COMPLETION.

Upon completion of each of the condominium units comprising the Project, the Developer shall deliver to the City a request for inspection ("Request for Inspection") in substantially the form attached hereto as Exhibit F. The Request for Inspection must include a Certificate of Substantial Completion from the project architect in substantially the form attached hereto as Exhibit G. Within forty-five (45) days after receipt of a Request for Inspection and the accompanying Certificate of Substantial Completion, the City shall inspect the subject unit to determine whether it is substantially complete (i.e., complete except for punch list items) and constructed in accordance with this Agreement, and shall thereafter deliver to the Developer either a Partial Certificate of Completion for the unit ("Partial Certificate of Completion") or a written statement indicating in adequate detail how the Developer has failed to complete the unit in compliance with this Agreement or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Partial Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall have thirty (30) days to correct any deficiencies and resubmit a Request for Inspection. The Partial Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct any single dwelling unit. The Partial Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the subject unit, nor shall it serve as any guaranty as to the quality of the construction. Upon (a) recordation of a Partial Certificate of Completion for each of the condominium units in the Project, and (b) the sale of the Affordable Units to Qualified Households in accordance with Section 14.3 hereof, the City shall return the Performance Deposit to the Developer.

SECTION 14. RESTRICTIONS ON USE.

The Developer agrees that it:

14.1 Shall devote the City Land to the Project.

14.2 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 City Land or the Project or any part thereof.

14.3 Shall develop and sell the Affordable Units in accordance with the following provisions:

(a) The Affordable Units shall each have 2 bedrooms and 2 bathrooms and shall be similar in construction, design and appearance to the 2 bedroom and 2 bathroom market rate units in the Project.

(b) The Developer shall sell each Affordable Unit for $173,000, excluding any upgrades selected by the unit purchaser

(c) The Developer shall sell each Affordable Unit to a Qualified Household (i.e., 100% of the Chicago PMSA).

(d) The City must approve the income eligibility of the purchaser of each Affordable Unit to confirm that the purchaser is a Qualified Household. Toward this end, the Developer shall deliver to DOH any information required by DOH in order to determine the purchaser's income eligibility. DOH shall have ten (10) business days from the date of receipt of a "complete information package" to qualify purchasers. A "complete information package" shall include, by means of illustration and not limitation, the fully-executed real estate sales contract, the W-2 forms from the purchaser's employers, U.S. 1040 income tax returns from the previous two (2) years, an affidavit or verification from the purchaser with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association (or Fannie Mae).

(e) At the closing of each Affordable Unit, the Developer shall require the buyer of each Affordable Unit to execute an Affidavit in substantially the form attached hereto as Exhibit I and the City's then-current form of Mortgage, Security and Recapture Agreement, Including Residency, Transfer, Financing and Affordability Covenants ("Mortgage") for affordable housing units created pursuant to the Affordable Housing Ordinance, securing the difference between the market rate sales price for a similar type of unit and the sales price for the Affordable Unit, plus simple, non-compounding interest on such amount at the rate of three percent (3.0%) per annum (the "Recapture Amount"), in favor of the City. The current form of Mortgage has a term of thirty (30) years ("Mortgage Term"), and imposes certain residency, transfer, financing and affordability covenants (the "Affordability Covenants"). The Affordability Covenants provide, among other things, that the Affordable Unit may be sold only to a Qualified Household for an Affordable Price, and that the mortgagor may not refinance its first mortgage in an amount greater than the Affordable Price or obtain home equity or other financing secured by the Affordable Unit which, when added to the then-outstanding

balance of such first mortgage, exceeds the Affordable Price. The current form of Mortgage allows the City to bring an action for specific enforcement or accept payment of the Recapture Amount in the event the mortgagor violates the Affordability Covenants, and gives the City the option, in its sole discretion, to waive or modify the Affordability Covenants upon a showing of undue hardship or changed circumstances that would make the enforcement of such covenants inequitable or impractical. The Mortgage shall be subordinate to the lien in favor of the permanent lender, if any. The Developer acknowledges receipt of a copy of the City's current form of Mortgage for affordable housing units created pursuant to the Affordable Housing Ordinance.

The Developer acknowledges and agrees that the use and affordability restrictions set forth in this Section 14 constitute material, bargained-for consideration for the City and are intended to further the public policy of creating long-term affordable housing, and that, but for such use and affordability restrictions, the City would not have agreed to convey the City Land to the Developer.

SECTION 15. PROHIBITION AGAINST SALE OR TRANSFER OF CITY LAND.

Prior to the issuance of the last Partial Certificate of Completion for the Project, the Developer 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 City Land or any part thereof or any interest therein or the Developer'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 Developer 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 Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (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 last Partial Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer. The provisions of this Section 15 shall not prohibit the Developer from contracting to sell or from selling individual condominium units in the ordinary course of development.

SECTION 16. LIMITATION UPON ENCUMBRANCE OF CITY LAND.

Prior to the issuance of the last Partial Certificate of Completion for the Project,

the Developer 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 City Land, except for the acquisition and construction financing approved pursuant to Section 9.2 hereof, and recorded documents necessary to convert the City Land, where applicable, to a condominium form of ownership.

SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at Closing, shall execute a Subordination Agreement (as defined in Section 9.8). If any such mortgagee or its affiliate succeeds to the Developer's interest in the City Land prior to the issuance of the last Partial Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the City Land 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 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Transfer of City Land) and Section 16 (Limitation Upon Encumbrance of City Land) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 12, 15 and 16 shall terminate upon the issuance of the last Partial Certificate of Completion for the Project. The covenant contained in Section 14.1 shall terminate on the issuance of the final Partial Certificate of Completion pursuant to Section 13. The covenant contained in Section 14.2 shall terminate upon the sale of the last condominium unit in the Project. The covenants contained in Section 14.3 shall terminate upon the sale of the last Affordable Unit, so long as the purchaser of each Affordable Unit is a Qualified Household and has executed and recorded a Mortgage in accordance with Section 14.3(e).

SECTION 19. PERFORMANCE AND BREACH.

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

19.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes 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 Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) 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 Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4(c), (e) and (g), and no notice shall be required for a default under Section 19.4(h).

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

(a) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) that is not true and correct.

(b) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing.

(c) The Developer fails to complete the Project in accordance with the time line outlined in Section 12 above, or the Developer abandons or substantially suspends construction of the Project.

(d) The Developer fails to pay real estate taxes or assessments affecting the City Land or any part thereof when due, or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the City

Land unless bonded or insured over.

(e) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement.

(f) There is a material and adverse change in the Developer's financial condition or operations, which change, in the City's reasonable opinion, affects the ability of the Developer to meet its obligations under this Agreement or the Deed.

(g) The Developer fails to construct the Affordable Units, or fails to convey the Affordable Units in accordance with Section 14.3.

(h) The Developer fails to close by the Outside Closing Date, unless DPD, in its sole discretion, extends the Outside Closing Date.

(i) The Developer fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Agreement or any other written agreement entered into with the City with respect to the Project.

19.5 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 19.3 above, the City may terminate this Agreement, institute any action or proceeding at law or in equity against the Developer, or retain the Earnest Money and Performance Deposit as liquidated damages

19.6 After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the last Partial Certificate of Completion for the Project, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the City Land, terminate the estate conveyed to the Developer, and revest title to the City Land in the City (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement.

19.7 Resale of the City Land. Upon the revesting in the City of title to the City Land as provided in Section 19.6, the City may complete the Project or convey the City Land, subject to any first mortgage lien, to a qualified and financially responsible party reasonably acceptable to the first mortgagee, who shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD, and otherwise comply with the covenants that run with the land as specified in Section 18.

19.8 Disposition of Resale Proceeds. If the City sells the City Land as provided for in Section 19.7, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the City Land (less any income derived by the City from the City Land in connection with such management); and

(b) all unpaid taxes, assessments, and water and sewer charges assessed against the City Land; and

(c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

(e) any other amounts owed to the City by the Developer.

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

19.9 No Remedies Against Housing Units or Purchasers. Notwithstanding anything in this Section 19 or otherwise, the City shall have no rights or remedies against a purchaser of a condominium unit, or against such unit, after the sale of such unit to such purchaser. By operation of this Section 19.9, each such condominium unit shall be released from the encumbrance of this Agreement at the time of such unit's sale to a bona fide purchaser.

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

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the City Land 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 Developer or any successor in interest in the event

of any default or breach by the City or for any amount which may become due to the Developer or successor or with respect to any commitment or obligation of the City under the terms of this Agreement.

SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Developer ("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 Developer or any Agent; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer or any Agent on the City Land 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 22. INSPECTION; CONDITION OF CITY LAND AT CLOSING.

22.1 "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 City Land or the suitability of the City Land for any purpose whatsoever, and the Developer agrees to accept the City Land in its "as is," "where is" and "with all faults" condition.

22.2 Right of Entry.

(a) The Developer's obligations hereunder are conditioned upon the Developer being satisfied with the condition of the City Land for the construction, development and operation of the Project. Upon the Developer's request, the City shall grant the Developer the right, at its sole cost and expense, to enter the City Land for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance reasonably acceptable to the City to inspect the same, perform surveys, environmental assessments, soil and any other due diligence it deems necessary or desirable to satisfy itself as to the condition of the City Land.

(b) If the Developer determines that it is not satisfied, in its sole discretion, with the condition of the City Land, the Developer may

terminate this Agreement by written notice to the City within thirty (30) days after the expiration of the Inspection Period, whereupon the City shall return the Earnest Money and Performance Deposit to the Developer and this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2, the Developer shall be deemed satisfied with the condition of the City Land.

22.3 Indemnity. The Developer hereby waives and releases, and indemnifies the City from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the City Land, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the City Land prior to the Closing, including, without limitation, liabilities arising under CERCLA. The Developer hereby acknowledges that, in purchasing the City Land, the Developer 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 Developer shall perform such studies and investigations, conduct such tests and surveys, and engage such specialists as the Developer deems appropriate to evaluate fairly the structural, physical or environmental condition and risks of the City Land. If, after the Closing, the structural, physical and environmental condition of the City Land is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the City Land in a condition which is suitable for its intended use. The provisions of this Section 22.3 shall survive the Closing.

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

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

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights

Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

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

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

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

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

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

23.2 City Resident Employment Requirement.

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

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

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

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

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

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

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

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

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

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

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

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the

"MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least 24% of the aggregate hard construction costs, as set forth in Exhibit J hereto (the "MBE/WBE Budget") shall be expended for contract participation by minority-owned businesses and at least 4% of the MBE/WBE Budget shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

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

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a

WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DOH.

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

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

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

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than fourteen (14) days prior to the Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with DOH monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project,

the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

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

(a) The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the City Land, and the person signing this Agreement on behalf of the Developer has the authority to do so.

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

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

(d) To the best of the Developer's knowledge, no action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its

obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

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

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

24.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 24 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 25. NOTICES.

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

If to the City:	City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Fax: (312)
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Suite 610 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division Fax: (Omitted for printing purposes)
If to the Developer:	Construction Trades Associates, Inc. 1527 Acorn Court Wheeling, Illinois 60090 Attn: Art Gurevich Fax: (Omitted for printing purposes)

With a copy to:	William S. Harrison, Esq. 5940 W. Touhy, #140 Niles, Illinois 60714 Fax: (Omitted for printing purposes)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

SECTION 26. BUSINESS RELATIONSHIPS.

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

SECTION 27. PATRIOT ACT CERTIFICATION.

The Developer represents and warrants that neither the Developer nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau

of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 27, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 28. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

28.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (the Developer and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to February 10, 2005, the effective date of Executive Order 2005-1.

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

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

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

28.5 Notwithstanding anything to the contrary contained herein, the Developer 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. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

28.7 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 Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or 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 of Chicago, as amended.

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

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

(ii) neither party is married; and

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

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

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

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

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

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

(A) joint ownership of a motor vehicle;
(B) joint credit account;
(C) a joint checking account;
(D) a 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 of Chicago, as amended.

SECTION 29. MISCELLANEOUS.

The following general provisions govern this Agreement:

29.1 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.

29.2 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.

29.3 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.

29.4 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 benefitted by such term.

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

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

29.7 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.

29.8 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.

29.9 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, 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.

29.10 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.

29.11 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.

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

	CITY OF CHICAGO, an Illinois municipal corporation By:_____ Lori T. Healey Commissioner of Planning and Development
	CONSTRUCTION TRADES ASSOCIATES, INC., an Illinois corporation By:_____ Art Gurevich Its: President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my notarial seal this ____ day of _____, 2007.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my notarial seal this ____ day of _____, 2007.

_____
NOTARY PUBLIC

[(Sub)Exhibits "E" and "J" referred to in this Agreement with Construction Trades Associates, Inc. for Sale and Redevelopment of Land unavailable at time of printing.]

(Sub)Exhibits "A", "B", "C", "D", "F", "G", "H" and "I" referred to in this Agreement with Construction Trades Associates, Inc. for Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "A".
(To Agreement With Construction Trades Associates, Inc. For Sale And Redevelopment Of Land)

Legal Description Of City Land (subject to final survey and title commitment):

(To Come)

Commonly Known As:

4913 South Dr. Martin Luther King, Jr. Drive;

4921 South Dr. Martin Luther King, Jr. Drive; and

4929 South Dr. Martin Luther King, Jr. Drive
Chicago, Illinois.

Permanent Index Numbers:

20-10-215-008;

20-10-215-010; and

20-10-215-012.

(Sub)Exhibit "B".
(To Agreement With Construction Trades Associates, Inc.
For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Project consists of twenty (20) units in three (3) separate all masonry buildings. There will be two (2) eight (8) flats and one (1) four (4) flat. The buildings will have a brick and stone facade that will compliment the existing architecture found on South Dr. Martin Luther King, Jr. Drive. The buildings will include simplexes and duplexes, ranging from two (2) to four (4) bedrooms and two (2) to three (3) bathrooms and one thousand one hundred (1,100) and two thousand two hundred (2,200) square feet in size. The prices will range from One Hundred Eighty-five Thousand Dollars ($185,000) to Three Hundred Seventy-four Thousand Dollars ($374,000). The buildings will comply with L.E.E.D. Energy Star rating. There will be twenty (20) off-street, on-site parking places. Two (2) units will be sold for a base purchase price not to exceed One Hundred Eighty-five Thousand Dollars ($185,000) to households having a household income not to exceed one hundred percent (100%) of the Chicago P.M.S.A. median income. The price of each unit in the Project includes one (1) parking space.

(Sub)Exhibit "C".
(To Agreement With Construction Trades Associates, Inc.
For Sale And Redevelopment Of Land)

Legal Opinion.

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

Re: Construction Trades Associates, Inc.
Purchase of South King Drive Parcels,
Chicago, Illinois

Ladies and Gentlemen:

We have acted as counsel for Construction Trades Associates, Inc., an Illinois corporation ("Developer"), whose offices are located at 1527 Acorn Court, Wheeling, Illinois 60090, in connection with the purchase of the real property legally described on (Sub)Exhibit A attached hereto (the "City Land"), pursuant to the terms of that certain Agreement for the Sale and Redevelopment of Land dated as of _____, 2007, by and between the City of Chicago (the "City") and the Developer (the "Redevelopment Agreement"). We are rendering this opinion at the request of the Developer and acknowledge that the City intends to rely upon this opinion letter.

As a basis for the opinions set forth herein, we have examined:

A. an executed original of the Redevelopment Agreement;

B. the articles of incorporation, including all amendments thereto, of the Developer, as furnished and certified by the Secretary of State of the State of Illinois;

C. the bylaws of the Developer, as certified by the secretary of the Developer as of _____ 200__;

D. the Certificate of Good Standing dated _____, 200___ issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of the Developer;

E. resolutions authorizing the Developer to enter into the Redevelopment Agreement and to consummate the transactions contemplated thereby; and

F. the commitment for an owner's policy of title insurance, Order Number _____ dated _____, 200__ (the "Title Commitment"), issued by Chicago Title Insurance Company, in respect of the City Land.

In our capacity as counsel, we have also examined such other documents or instruments as we have deemed relevant for the purposes of rendering the opinions hereinafter set forth.

Based upon the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business as described in the bylaws and to execute and deliver, and to consummate the transactions contemplated by, the Redevelopment Agreement.

2. Under the bylaws, the president has requisite power and authority to execute and deliver the Redevelopment Agreement on behalf of the Developer and all other documents required to be executed by the Developer in connection with the Redevelopment Agreement and to perform its obligations thereunder.

3. The Redevelopment Agreement has been executed and delivered on behalf of the Developer by the president and constitutes a legal, valid and binding obligation of the Developer enforceable against the Developer in accordance with its terms, except to the extent that enforcement of any such terms may be limited by: (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors rights; or (b) judicial and public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce.

4. There is no action, suit or proceeding at law or in equity pending nor to our knowledge threatened against or affecting the Developer or the City Land before any court or before any governmental or administrative agency which if adversely determined could materially and adversely affect the Developer' s ability to perform under the Redevelopment Agreement or its business or properties or financial or other conditions.

5. The execution and delivery of the Redevelopment Agreement and the consummation of the transactions contemplated thereby will not conflict with, constitute an event or default under or result in a violation or breach of:

(a) the provisions of the Developer's articles of incorporation, bylaws, or any resolutions in effect;

(b) the provisions of any agreement or other instrument to which the Developer is a party or by which the Developer or its properties or assets are bound; or

(c) any judgment, order, writ, injunction, decree or rule of any court, or any determination or award of any arbitrator, or any law, statute, ordinance, rule or regulation binding on the Developer.

Very truly yours,

[Law Firm Signature Block]

[(Sub)Exhibit "A" referred to in this Legal Opinion unavailable at time of printing.]

(Sub)Exhibit "D".
(To Agreement With Construction Trades Association, Inc. For Sale And Redevelopment Of Land)

Subordination Agreement.

This Redevelopment Subordination Agreement ("Agreement") is executed and delivered as of _____ 200__, by [Name of Lender], a [insert type of Entity and State of Formation] ("Lender"), in favor of the City of Chicago, an Illinois municipal corporation (the "City").

Witnesseth.

Whereas, [Insert Name of Developer], a [Insert Type of Entity and State of Formation] (the "Developer") and the City, acting by and through its Department of

Planning and Development, have entered into that certain Agreement for the Sale and Redevelopment of Land dated as of _____, 200__, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on _____ 200__, as Document Number _____ ("Redevelopment Agreement"), pursuant to which the City has agreed to sell and the Developer has agreed to purchase the real property legally described on Exhibit A attached hereto (the "City Land"); and

Whereas, Pursuant to the terms of the Redevelopment Agreement, the Developer has agreed to construct a [Briefly Describe Project] on the City Land (the "Project"); and

Whereas, As part of obtaining financing for the Project, the Developer and the Lender have entered into that certain Loan Agreement dated as of _____ 200_ (the "Loan Agreement"), pursuant to which the Lender has agreed to provide a loan in the principal amount of up to _____ and no/100 Dollars ($ _____) (the "Loan"), which Loan is evidenced by a Promissory Note (the "Note") in said amount to be executed and delivered by the Developer to the Lender, and the repayment of the Loan is secured by certain liens and encumbrances on the City Land pursuant to the Loan Agreement (all such agreements being referred to herein collectively as the "Loan Documents") and

Whereas, Pursuant to the Redevelopment Agreement, the Developer has agreed to be bound by certain covenants expressly running with the City Land, as set forth in Sections 12, 14, 15 and 16 of the Redevelopment Agreement (the "City Encumbrances"); and

Whereas, The Redevelopment Agreement requires, as a condition to closing, that the Lender agree to subordinate its liens under the Loan Documents to the City Encumbrances.

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. Subordination. All rights, interests and claims of the Lender in the City Land pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. Nothing herein, however, shall be deemed to limit any of the Lender's other rights or other priorities under the Loan Documents, including, without limitation, the Lender's rights to receive, and the Developer's obligation to make, payments and prepayments of principal and interest on the Note or to exercise the Lender's rights pursuant to the Loan Documents except as provided herein.

2. Notice Of Default. The Lender shall use reasonable efforts to give to the City (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Neither the Developer nor any other third party is an intended beneficiary of this Section 2. Failure of the Lender

to deliver such notices or waivers shall in no instance alter the rights or remedies of the Lender under the Loan Documents.

3. Waivers. No waiver shall be deemed to be made by the City of any of its rights hereunder unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the parties as 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:

If To The City:

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

with a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Suite 610
Chicago, Illinois 60602
Attention: Real Estate and Land-Use Division

If To The Lender: _____

_____

_____

Attention: _____

Any notice given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice given 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.

In Witness Whereof, Lender has executed this Redevelopment Subordination Agreement as of the date first written above.

[Name of Lender]

By: _____

Its: _____

(Sub)Exhibit "F".
(To Agreement With Construction Trades Associates, Inc.
For Sale And Redevelopment Of Land)

Request For Inspection.

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1006
Chicago, Illinois 60602
Attention: Randall Butts

Re: Request for Inspection

Address: _____

Please be advised that Construction Trades Associates, Inc. has completed the construction of Unit Number(s) _____ in the [8] [4] unit condominium building at the above-referenced location in accordance with that certain Agreement for the Sale and Redevelopment of Land dated as of _____, 2007, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on _____, 2007, as Document Number _____ ("Redevelopment

Agreement"), and would like to schedule the closing(s) on or about _____, 200__. Attached hereto please find a copy of the required Certificate of Substantial Completion for the unit(s). Please schedule your inspection with _____, who can be reached at (___) _____. Please notify the undersigned when the Partial Certificate of Completion for the unit(s) is available for pickup.

Sincerely,

Construction Trades Associates, Inc., an Illinois corporation

By: _____

_____

Its: _____

(Sub)Exhibit "G".
(To Agreement With Construction Trades Associates, Inc. For Sale And Redevelopment Of Land)

Certificate Of Substantial Completion.

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1006
Chicago, Illinois 60602
Attention: Randall Butts

Re: Request for Inspection

Address: _____

This will certify that Unit Number(s) _____ in the [8] [4] unit condominium building at the above-referenced location has/have been substantially completed in accordance with the plans and specifications provided to the City prepared by Atelier' 7 and dated _____, 200__.

[Project Architect]

By: _____

Its: _____

(Sub)Exhibit "H".
(To Agreement With Construction Trades Associates, Inc. For Sale And Redevelopment Of Land)

Calculation Of Affordable Price.

As used in this Agreement, the following terms shall have the following meanings:

"Affordable Price" shall mean an amount less than or equal to the price at which Monthly Homeownership Costs (as defined below) for the Affordable Unit (as defined in the recitals) would total not more than thirty percent (30%) of household income for a household with a family size equal to the product of one and five-tenths (1.5) multiplied by the number of bedrooms in the Affordable Unit whose income is the maximum amount allowable for such household to qualify as a Qualified Household (as defined in the recitals), calculated as of the time such household executes a purchase contract for the Affordable Unit.

"Monthly Homeownership Costs" shall mean the sum of the following estimated amounts:

(i) monthly principal and interest payments on a thirty (30) year fixed rate purchase money mortgage in the amount of ninety-five percent (95%) of the purchase price of the Affordable Unit, bearing interest at a rate equal to the prevailing rate as published in the *Chicago Tribune* or posted on the internet website maintained by the *Chicago Tribune* as of the date of calculation of Monthly Homeownership Costs, rounded up to the nearest quarter percent,

(ii) annual estimated real property taxes for the Affordable Unit (based upon the most recently issued real estate tax bill or, if the unit is not separately assessed, as estimated by D.O.H.), divided by twelve (12),

(iii) annual insurance premiums for the Affordable Unit, divided by twelve (12), for homeowners' insurance in the amount of the replacement value of the Affordable Unit, and

(iv) monthly condominium assessment payments or similar homeowners' association payments for the Affordable Unit, if applicable.

(Sub)Exhibit "I".
(To Agreement With Construction Trades Associates, Inc.
For Sale And Redevelopment Of Land)

Affidavit.

I, _____, this ____ day of _____, ____, hereby state under oath as follows:

1. I am purchasing the property located at _____, Chicago, Illinois (the "Property"), from Construction Trades Associates, Inc. (the "Developer").

2. In conjunction with my purchase of the Property, I have supplied certain information to Developer or to my lender concerning income and employment.

3. I approved the transmission of such income and employment information to the City of Chicago ("City"), and I understand the City used this information to determine if I, as purchaser of the Property, meet the guidelines contained in that certain Agreement for the Sale and Redevelopment of Land dated as of _____, 2007, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on _____, 2007, as Document Number _____ ("Redevelopment Agreement"), concerning income and employment eligibility.

4. The Developer informed me that I met the guidelines contained in the Redevelopment Agreement.

5. I certify that said income and employment information supplied to the City by Developer or the lender has not substantially changed.

By: _____

Subscribed and Sworn to
before me this ____ day of
_____, ____.

_____
Notary Public

My commission expires _____.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 5411 -- 5431 WEST LAKE STREET TO AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH PCC COMMUNITY WELLNESS CENTER.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 5411 -- 5431 West Lake Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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, The City has established the Community Development Commission ("C.D.C.") to, among other things, designate conservation areas, approve conservation plans, and recommend the sale of parcels located in conservation areas, subject to the approval of the City Council; and

WHEREAS, Pursuant to the Commission's recommendation and an ordinance adopted by the City Council ("City Council") of the City on September 29, 1999, and published at pages 11506 -- 11621, 11621, 11642 and 11643 -- 11663 in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date, the City approved the Madison/Austin Tax Increment Financing District Area ("Area") and Plan ("Plan"); and

WHEREAS, The City is the owner of certain vacant parcels located at 5411 -- 5431 West Lake Street within the Area and identified by the following Permanent Index Numbers: 16-09-302-001-0000, 16-09-302-002-0000, 16-09-302-003-0000, 16-09-302-004-0000, 16-09-302-005-0000 and 16-09-302-006-0000 (subject to final title and survey, "Property"); and

WHEREAS, PCC Community Wellness Center, an Illinois not-for-profit corporation ("Developer"), has submitted a proposal to the Department of Planning and Development ("Department") to purchase the Property from the City for One and no/100 Dollars ($1.00) and construct an approximately eighteen thousand (18,000) square foot, two (2) story community health clinic on the Property ("Improvements"), which proposal is in conformance with the Plan for the Area; and

WHEREAS, By Resolution Number 07-CDC-12, adopted on February 13, 2007, the C.D.C. authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property, approved the Department's request to advertise for alternative proposals, and approved the sale of the Property to the Developer if no alternative proposals were received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on February 16, 2007, February 23, 2007 and March 2, 2007; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; 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 Property to the Developer in the amount of One and 00/100 Dollars ($1.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit A ("Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed or quitclaim deeds conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

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

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

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Agreement For The Sale And Redevelopment Of Land.

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ___ day of _____, _____, 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 **PCC COMMUNITY WELLNESS CENTER**, an Illinois not-for-profit corporation ("Developer"), whose offices are located at 14 West Lake Street, Oak Park, Illinois 60302, Attention: Robert Urso.

RECITALS

WHEREAS, the Developer desires to purchase from the City the real property commonly known as 5411-5431 West Lake Street, Chicago, Illinois 60624, which is legally described on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property is located in a redevelopment area known as the Madison/Austin Tax Increment Financing District Area ("Area"); and

WHEREAS, the Developer intends to construct an approximately 18,000 square foot, two-story community health clinic on the Property, as more fully described on Exhibit B attached hereto and incorporated herein ("Improvements" or "Project") which Improvements are consistent with the Madison/Austin Tax Increment Financing Redevelopment District Plan ("Plan"); and

WHEREAS, the City Council by ordinance adopted _____, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement;

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

SECTION 1. INCORPORATION OF RECITALS.

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

SECTION 2. SALE AND PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City, for the sum of One and 00/100 Dollars ($1.00) ("Purchase Price"), to be paid to the City at the Closing by cashier's or certified check. Except as specifically provided herein to the contrary, the Developer shall pay all closing costs. The Developer acknowledges that the Purchase Price is approximately $345,000.00 less than the fair market value of the Property and that the City has only agreed to sell the Property to the Developer for the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, Section 10.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

There shall be no Earnest Money or Performance Deposit required in connection with this transaction.

SECTION 4. CONVEYANCE OF PROPERTY.

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

(i) the Plan for the Area;

(ii) the standard exceptions in an ALTA title insurance policy;

(iii) general real estate taxes and any special assessments or other taxes;

(iv) easements, encroachments, covenants and restrictions of record and not shown of record; and

(v) such other title defects as may exist.

B. Title Commitment and Insurance. The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Greater Illinois Title Company ("Title Company") showing the City in title to the Property. Any updated title commitment shall be obtained at Developer's expense. The Developer shall be solely

responsible for and shall pay all costs associated with obtaining any title insurance, extended coverage or other endorsements it deems necessary.

C. Survey. The Developer shall be responsible for obtaining, at its sole cost and expense, any survey it deems necessary.

D. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of the Title Company, 120 North LaSalle Street, Chicago, Illinois 60602, on November 30, 2007, or on such later date and at such place as the parties mutually agree to in writing; provided, however, notwithstanding the parties' execution of this Agreement, in no event shall the Closing occur (i) unless and until the conditions precedent set forth in Sections 4, 5 and 8 are all satisfied, and (ii) any later than Jan 30, 2008 (the "Outside Closing Date"). Failure by the Developer to close by the aforementioned date shall be considered an "Event of Default" as defined in Section 15 below. Notwithstanding the foregoing, the Commissioner of DPD shall have the right to unilaterally extend the Closing Date.

E. Building Permits. The Developer shall apply for all necessary building permits and zoning approvals for the Project no later than November 1, 2007, and shall deliver evidence of all such permits and approvals to DPD no later than fourteen (14) days prior to the Closing.

F. Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing, to the extent such tax liens can be waived or released by the City's writing of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver of any such tax liens, the Developer shall have the option to do one of the following: (i) accept title to the Property subject to the tax liens, without reduction in the Purchase Price; or (ii) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void. If the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until the City issues a Certificate of Completion (as defined in Section 9), the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

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

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

I. Insurance. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing evidence of insurance reasonably acceptable to DPD. Prior to the issuance of a Certificate of Completion, the City shall be named as an additional insured on any liability insurance policies on any property insurance policies. This Section 4.I. shall survive the Closing.

K. Due Diligence. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing due diligence searches in its name (UCC, state and federal tax lien, pending litigation and judgment in Cook County and N.D. Ill., and bankruptcy in Cook County and U.S. Bankr. Ct.),

showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

L. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing certified articles of incorporation, bylaws, resolutions authorizing the Developer to enter into this transaction and such other corporate authority and organizational documents as the City may reasonably request. The Developer shall also provide a Certificate of Good Standing dated no more than thirty (30) days prior to the Closing issued by the Office of the Secretary of State of the State of Illinois as to the good standing of the Developer.

SECTION 5. PROJECT BUDGET; PROOF OF FINANCING.

The total project budget is currently estimated to be Four Million Eight Hundred Eighty Thousand and One 00/100 Dollars ($4,881,001.00) (the "Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer shall submit to DPD for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of equity and loan funds committed and available and adequate to finance the purchase of the Property and the construction of the Improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time as the Developer complies with this Section 5.

SECTION 6. SITE AND LANDSCAPE PLANS; PROJECT REQUIREMENTS.

A. Site and Landscape Plans. The Developer shall construct and landscape the Improvements on the Property in accordance with the renderings prepared by Manske, Dickmann & Thompson, dated _____, and the site plans and architectural drawings prepared pursuant thereto, which have been approved by DPD and which are depicted on Exhibit C attached hereto and incorporated herein ("Drawings"). The Developer shall comply with the City's Landscape Ordinance. No material deviation from the Drawings may be made without the prior written approval of DPD, which shall be in DPD's sole discretion. A deviation that changes the basic use of the Property shall be deemed material. In the event the Developer submits and DPD approves revised site plans and/or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon DPD's written approval of the same.

B. Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (i) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (ii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's redevelopment; (iii) the removal of existing pipes, utility equipment or building foundations; and (iv) the termination of existing water or other services. The City shall have the right to approve any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project.

C. Inspection by the City. During the construction of the Project, the Developer shall

permit any duly authorized representative of the City to enter onto the Property for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

D. Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all signage and barricades, which approval shall not be unreasonably withheld or delayed.

E. The Developer shall deliver written monthly progress reports summarizing the status of the Project and the Developer's compliance to date with its obligations under section 19.

F. Survival. The provisions of this Section 6 shall survive the Closing.

SECTION 7. LIMITED APPLICABILITY.

DPD's approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("DCAP") or the Department of Transportation ("CDOT") or any other City department; nor does the approval by DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property. DPD's approval shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

SECTION 8. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The Closing shall not occur unless and until the Developer is prepared to commence construction of the Improvements within a reasonable time. In no instance shall (a) construction commence later than April 30, 2008, or (b) construction be completed later than December 1, 2009. Notwithstanding the foregoing, the Commissioner of DPD, in her sole discretion, shall have the right to unilaterally extend the dates in (a) and (b) by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction. The Improvements shall be constructed in accordance with the Drawings and all applicable laws, regulations, codes, and recorded encumbrances and restrictions.

SECTION 9. CERTIFICATE OF COMPLETION.

The Developer shall request from the City a certificate of completion ("Certificate of Completion") upon the completion of the Improvements in accordance with this Agreement. Recordation of the Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Improvements. Within forty-five (45) days after receipt of

a written request from the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Improvements in compliance with the Plan or this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form.

SECTION 10. RESTRICTIONS ON USE.

The Developer agrees that it:

A. Shall devote the Property to a use which complies with the Plan until September 29, 2022.

B. Shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the sale, lease, rental, use or occupancy of the Property or any improvements located or to be erected thereon. This covenant shall have no expiration date.

C. Shall utilize the Improvements as a community health clinic for a period of no less than five (5) years from the date of issuance of the Certificate of Completion ("Use Covenant Period"). In the event that the Property is not utilized as a community health clinic throughout the Use Covenant Period, the City may seek to exercise all remedies available under the law and this Agreement, including the right to initiate proceedings to compel specific performance or enjoin any unpermitted use. The Developer shall keep the Property free and clear of all liens and encumbrances not permitted by this Agreement throughout the Use Covenant Period.

SECTION 11. PROHIBITION AGAINST TRANSFER OF PROPERTY.

Prior to the expiration of the Use Covenant Period, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell or convey the Property or any part thereof or any interest therein or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer prior to the issuance of the Certificate of Completion to anyone other than another principal party of the Developer without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all members to the City at the time such members obtain an interest in the Developer. In the event of a proposed sale, the Developer shall provide DPD copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement).

SECTION 12. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Use Covenant Period, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the initial construction financing approved by DPD pursuant to Section 5.

SECTION 13. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage on the Property authorized by Section 12 of this Agreement shall not itself be obligated to construct or complete the Improvements but shall be bound by the covenants running with the land specified in Section 14 and, at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a 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 Improvements, and shall also be bound by the other covenants running with the land specified in Section 14.

SECTION 14. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 8 shall terminate upon the issuance of the Certificate of Completion. The covenants provided in Sections 10, 11 and 12 shall expire as set forth in said Sections 10, 11 and 12.

SECTION 15. PERFORMANCE AND BREACH.

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

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes 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 Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

C. Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) 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 Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including, without limitation, proceedings to compel specific performance. Notwithstanding the preceding two sentences, no notice or cure period shall apply to defaults under Sections 15.D.(iv), (vi) and (ix). Any default under Sections 15.D.(iv), (vi), and (ix) shall constitute an immediate "Event of Default" and shall entitle the City to terminate this Agreement and exercise such other remedies at law and at equity.

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

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

(ii) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct; or

(iii) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or

(iv) The Developer abandons or substantially suspends construction of the Improvements; or

(v) The Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property; or

(vi) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or

(vii) There is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Improvements; or

(viii) The Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or

(ix) The Developer fails to close by the Outside Closing Date.

E. Prior to Closing. If an Event of Default occurs prior to the Closing, the City may terminate this Agreement.

F. After Closing. If an Event of Default occurs after the Closing, the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Certificate of Completion, the City's right of reverter shall no longer be enforceable.

G. Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 15.F., the City shall employ its best efforts to convey the Property (subject to any first mortgage lien described in this Section 15) to a qualified and financially responsible party (reasonably acceptable to the first mortgagee) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

H. Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 15.G., the proceeds from the sale shall be utilized to reimburse the City for:

(i) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

(ii) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

(iii) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(iv) any expenditures made or obligations incurred by the City with respect to construction or maintenance of the Improvements; and

(v) the fair market value of the land comprising the Property (without any Improvements or partially constructed Improvements thereon) as determined by such sale, less the Purchase Price previously paid to the City on the Closing Date;

(vi) any other amounts owed to the City by the Developer.

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

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

rights of the City with respect to any other defaults of the Developer.

SECTION 16. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

SECTION 17. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (c) any material misrepresentation or omission made by the Developer or agents, employees, contractors or other persons acting under the control or at the request of Developer; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer 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 18. ENVIRONMENTAL MATTERS.

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

B. Right of Entry. It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. The Developer shall have the right to request a right of entry for the purpose of conducting environmental tests on the Property. If the Developer makes such a request within thirty (30) days after the date of this Agreement, the City shall grant the Developer the right to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance acceptable to the City. The granting of the right of entry shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: (i) commercial general liability insurance with a combined single limit of not less than $1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; (ii) automobile liability insurance with a combined single limit of not less than

$1,000,000.00 per occurrence for bodily injury and property damage; and (iii) worker's compensation and occupational disease insurance in statutory amounts covering all employees and agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all environmental testing activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

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

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property within fourteen (14) days after receipt. If, prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City within thirty (30) days after the expiration of the Inspection Period. The Developer agrees that it will not exercise its right to terminate this Agreement until the City has reviewed all reports concerning the condition of the Property and the parties have had an opportunity to try to resolve the issue. If the Developer elects not to terminate this Agreement pursuant to this Section 18, Developer shall be deemed satisfied with the condition of the Property.

If, after the Closing, the environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The Developer hereby waives, releases and indemnifies the City from any claims and liabilities relating to or arising from the environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The provisions of this paragraph shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer hereby acknowledges that, in purchasing the Property, Developer is relying

solely upon its environmental 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.

SECTION 19. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

A. Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property during the construction period:

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

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

(iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

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

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

(vi) Failure to comply with the employment obligations described in this Section 19.A. shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Improvements, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

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

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

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

Quarterly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing ("DOH") in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to

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

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

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

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 15.C., the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

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

The Developer shall cause or require the provisions of this Section 19.B. to be included in all construction contracts and subcontracts related to the construction of the Improvements.

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

(i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the

provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 19.C., during the course of the Project, the following percentages of the MBE/WBE Budget (as set forth in Exhibit D attached hereto) shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"): (1) At least 24% by MBEs; and (2) At least 4% by WBEs.

(ii) For purposes of this Section 19.C. only:

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

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

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

(iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (a) the MBE or WBE participation in such joint venture, or (b) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 19.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior

written approval of DPD.

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

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

(vi) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 19.C. shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 19.C. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 19.C., the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 19.C. to the City's monitoring staff, including the following: (a) MBE/WBE utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and prevailing wage requirements; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's

monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.C., shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 20. PROVISIONS NOT MERGED WITH DEED.

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

SECTION 21. HEADINGS.

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

SECTION 22. ENTIRE AGREEMENT.

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

SECTION 23. SEVERABILITY.

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

SECTION 24. NOTICES.

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

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

Attn: Neighborhoods Division

With a copy to: City of Chicago
Department of Law
30 North LaSalle Street, Suite 1610
Chicago, Illinois 60602
Attn: Real Estate Division

If to the Developer: PCC Community Wellness Center
14 West Lake Street
Oak Park, Illinois 60302
Attn: Robert Urso

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

SECTION 25. ORGANIZATION AND AUTHORITY.

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

SECTION 26. SUCCESSORS AND ASSIGNS.

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

SECTION 27. RECORDATION OF AGREEMENT.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. The Developer shall pay the recording fees.

SECTION 28. EXHIBITS.

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

SECTION 29. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

SECTION 30. PATRIOT ACT CERTIFICATION.

Neither Developer 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 law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

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

SECTION 31. BUSINESS RELATIONSHIPS.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) 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 and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156- 030 (b) has occurred with respect to this Agreement or the transaction contemplated hereby.

SECTION 32. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

Consistent with the intent of Mayoral Executive Order No. 05-1, compliance with the substance of which is intended by this Section 32, the Developer hereby agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent, the General Partner or Managing Member, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Partner or Managing

Member of more than 7.5 percent, Owner, any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Owner of more than 7.5 percent (collectively, "Controlling Owners"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than 7.5 percent, any Subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent (collectively, "Interested Parties"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while the Construction Contract or any Subcontract is executory, (iii) during the term of the Construction Contract or any Subcontract, or (iv) during any period while an extension of the Construction Contract or any Subcontract is being sought or negotiated.

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

The Developer agrees that it shall not and it shall require all other Identified Parties to 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 © bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Developer agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1. The Developer shall impose the restrictions of this Section 32 in the Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 32 in all Subcontracts.

The Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. 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.

For purposes of this provision:

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

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

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

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

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) 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
(E) 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. a 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.

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

SECTION 33. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Code (collectively, the "Waste Sections"):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;

11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Developer's, 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 discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Developer, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

SECTION 34. GOVERNING LAW.

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

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

CITY OF CHICAGO,
an Illinois municipal corporation,
acting by and through its
Department of Planning and Development

By:_____
Lori T. Healey
Commissioner

PCC COMMUNITY WELLNESS CENTER,
an Illinois not-for-profit corporation

By:_____

Its:_____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

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

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of PCC Community Wellness Center, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by PCC Community Wellness Center as her/his free and voluntary act and as the free and voluntary act and deed of PCC Community Wellness Center, for the uses and purposes therein set forth.

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

_____
NOTARY PUBLIC

[(Sub)Exhibits "C" and "D" referred to in this Agreement with PCC Community Wellness Center for Sale and Redevelopment of Land unavailable at time of printing.]

(Sub)Exhibits "A" and "B" referred to in this Agreement with PCC Community Wellness Center for Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "A".
(To Agreement With PCC Community Wellness Center
For Sale And Redevelopment Of Land)

Legal Description Of Property
(To Come)

(Subject To Title And Survey)

Address:

5411 -- 5431 West Lake Street
Chicago, Illinois 60624.

Permanent Index Numbers:

16-09-302-001-0000;

16-09-302-002-0000;

16-09-302-003-0000;

16-09-302-004-0000;

16-09-302-005-0000; and

16-09-302-006-0000.

(Sub)Exhibit "B".
(To Agreement With PCC Community Wellness Center
For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Project will consist of an approximately eighteen thousand (18,000) square foot two-story building to be used as a community health clinic. The building shall

be constructed with a light steel frame structure; exterior walls shall be comprised of brick veneer or steel stud frame (first floor) and ribbed aluminum over steel stud framing (second floor). All windows will be weather-stripped with low-E insulating glass in aluminum frames. The large window areas at the west end of the building will have fritting (a silk screening on the interior of the glass), exterior wire mesh or perforated metal screens. The Project will be landscaped in accordance to the Chicago Landscape Ordinance.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 2908 WEST 63rd STREET TO AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH GDT PROPERTIES, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property 2908 West 63rd Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cardenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Munoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colon, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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, The City is the owner of the real property commonly known as 2908 West 63rd Street, Chicago, Illinois and identified by the following Permanent Index Number19-13-329-034 (subject to final title and survey, "Property"); and

WHEREAS, GDT Properties, Inc., an Illinois corporation ("Developer"), has submitted a proposal to the Department of Planning and Development ("Department") to purchase the Property from the City for Twenty -three Thousand and no/100 Dollars ($23,000.00) and construct a single-story, four thousand one hundred (4,100) square foot retail center on the Property ("Improvements"); and

WHEREAS, By Resolution Number 06-127-21, adopted on November 16, 2006, the Chicago Plan Commission found that the Developer's proposal was consistent with the City's policy of sound urban planning; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on November 20, 2006 and December 18, 2006; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, The Department has determined that the proposed Improvements are in accord with the residential and commercial character of the surrounding neighborhood and has recommended that the purchase offer of the Developer be accepted by the City Council; 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 Property to the Developer in the amount of Twenty-three Thousand and no/100 Dollars ($23,000.00) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit A ("Redevelopment Agreement"). The Commissioner of the Department ("Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed or quitclaim deeds conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

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

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

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Agreement For The Sale And Redevelopment Of Land.

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ___ day of _____, _____, 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 **GDT PROPERTIES, INC.**, an Illinois corporation, ("Developer"), having its principal offices at 6339 West 26th Street, Berwyn, Illinois 60402.

RECITALS

WHEREAS, the Developer desires to purchase from the City the real property commonly known as 2908 West 63rd Street, Chicago, Illinois, which is legally described on Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Developer intends to construct a single-story, 4,100 square foot retail center on the Property, as more fully described on Exhibit B attached hereto and made a part hereof ("Improvements" or "Project"); and

WHEREAS, the City Council, by ordinance adopted _____, authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement;

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

SECTION 1. INCORPORATION OF RECITALS.

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

SECTION 2. SALE AND PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to Developer, and the Developer agrees to purchase the Property from the City, for the sum of Twenty Three Thousand and 00/100 Dollars ($23,000.00) ("Purchase Price"), to be paid to the City at the Closing (as defined in Section 4.D below) by cashier's or certified check or wire transfer of immediately available funds or such other form of payment as acceptable to the City at its sole discretion. Except as specifically provided herein to the contrary, the Developer shall pay all closing costs.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

A. Earnest Money. Upon execution of this Agreement, the Developer shall deposit with the City the amount of One Thousand One Hundred Fifty and 00/100 Dollars ($1,150.00) which will be credited against the Purchase Price ("Earnest Money") at the Closing.

B. Performance Deposit. Upon execution of this Agreement, the Developer shall also deposit with the City an additional amount of One Thousand One Hundred Fifty and 00/100 Dollars ($1,150.00) as security for the performance of its obligations under this Agreement ("Performance Deposit") which will be retained by the City until a Certificate of Completion (as described in Section 9 below) has been issued by the City for the Project.

C. Interest. There will be no interest paid to the Developer on the Earnest Money or Performance Deposit.

SECTION 4. CONVEYANCE OF PROPERTY.

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

(i) the standard exceptions in an ALTA title insurance policy;

(ii) general real estate taxes and any special assessments or other taxes;

(iii) easements, encroachments, covenants and restrictions of record and not shown of record which will not affect the intended use or marketability of the Property; and

(iv) such other title defects as may exist which cannot reasonably be cured but will not affect the use or marketability of the Property.

B. Title Commitment and Insurance. The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance from Greater Illinois Title Company ("Title Company") showing the City in title to the Property. Any updated title commitment shall be obtained at Developer's expense. The Developer shall be solely responsible for and shall pay all costs associated with obtaining any title insurance, extended coverage or other endorsements it deems necessary.

C. Survey. The Developer shall be responsible for obtaining, at its sole cost and expense, any survey it deems necessary.

D. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of the Title Company, 120 North LaSalle Street, Chicago, Illinois 60602, on or before September 30, 2007, or on such later date and at such place as the parties mutually agree to in writing; provided, however, notwithstanding the parties' execution of this Agreement, in no event shall the Closing occur (i) unless and until the conditions precedent set forth in Sections 4 and 5 are all satisfied, and (ii) any later than November 30, 2007 (the "Outside Closing Date"). Failure by the Developer to close by the aforementioned date shall be considered an "Event of Default" as defined in Section 15 below. Notwithstanding the foregoing, the Commissioner of DPD, in her sole discretion, shall have the right to unilaterally extend the Closing Date in accordance with Section 8 below.

E. Building Permits. The Developer shall apply for all necessary building permits and zoning approvals for the Project no later than August 1, 2007, and shall deliver evidence of all such permits and approvals to DPD no later than fourteen (14) days prior to the Closing.

F. Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing, to the extent such tax liens can be waived or released by the City's writing of an abatement letter to the Cook County Treasurer or a motion to vacate a tax sale. If the City is unable to obtain the waiver of any such tax liens, the Developer shall have the option to do one of the following: (i) accept title to the Property subject to the tax liens, without reduction in the Purchase Price; or (ii) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void. Upon such termination, the City shall return the Earnest Money and Performance Deposit to the Developer. If the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes. The Developer shall also be responsible for all taxes accruing after the Closing. Until the City issues a Certificate of Completion (as defined in Section 9), the Developer shall notify the City that the real estate taxes have been paid in full within ten (10) days of such payment.

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

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

I. Insurance. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing evidence of insurance reasonably acceptable to DPD. Prior to the issuance of a

Certificate of Completion, the City shall be named as an additional insured on any liability insurance policies on any property insurance policies. This Section 4.I. shall survive the Closing.

J. Due Diligence. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing due diligence searches in its name (UCC, state and federal tax lien, pending litigation and judgment in Cook County and N.D. Ill., and bankruptcy in Cook County and U.S. Bankr. Ct.), showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel.

K. Organization and Authority Documents. The Developer shall deliver to DPD at least fourteen (14) days prior to the Closing certified articles of incorporation, bylaws, resolutions authorizing the Developer to enter into this transaction and such other corporate authority and organizational documents as the City may reasonably request. The Developer shall also provide a Certificate of Good Standing dated no more than thirty (30) days prior to the Closing issued by the Office of the Secretary of State of the State of Illinois as to the good standing of the Developer.

SECTION 5. PROJECT BUDGET; PROOF OF FINANCING.

The total project budget is currently estimated to be Four Hundred Twenty Eight Thousand One Hundred Twenty Five and 00/100 Dollars ($428,125.00) ("Preliminary Project Budget"). Not less than thirty (30) days prior to the Closing, the Developer shall submit to DPD for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and evidence of equity and loan funds committed, available to be drawn down on the Closing and adequate to finance the purchase of the Property and the construction of the Improvements. If the Developer fails to provide the City with a Budget or proof of financing to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, declare this Agreement null and void or delay the Closing until such time as the Developer complies with this Section 5.

SECTION 6. SITE AND LANDSCAPE PLANS; PROJECT REQUIREMENTS.

A. Site and Landscape Plans. The Developer shall construct and landscape the Improvements on the Property in accordance with the renderings prepared by _____, dated _____, and the site plans and architectural drawings prepared pursuant thereto, which have been approved by DPD and which are depicted on Exhibit C attached hereto and incorporated herein ("Drawings"). The Developer shall comply with the City's Landscape Ordinance. No material deviation from the Drawings may be made without the prior written approval of DPD, which shall be in DPD's sole discretion. A deviation that changes the basic use of the Property shall be deemed material. In the event the Developer submits and DPD approves revised site plans and/or architectural drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised site plans and/or architectural drawings upon DPD's written approval of the same.

B. Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (i) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (ii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's

redevelopment; (iii) the removal of existing pipes, utility equipment or building foundations; and (iv) the termination of existing water or other services. The City shall have the right to approve any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project.

C. Inspection by the City. During the construction of the Project, the Developer shall permit any duly authorized representative of the City to enter onto the Property for the purpose of determining whether the work is being performed in accordance with the terms of this Agreement and all applicable laws and codes.

D. Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Property as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state and local laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all signage and barricades, which approval shall not be unreasonably withheld or delayed.

E. The Developer shall deliver written monthly progress reports summarizing the status of the Project and the Developer's compliance to date with its obligations under section 19.

F. Survival. The provisions of this Section 6 shall survive the Closing.

SECTION 7. LIMITED APPLICABILITY.

DPD's approval of the Drawings is for the purposes of this Agreement only and does not constitute the approval required by the City's Department of Construction and Permits ("DCAP") or the Department of Transportation ("CDOT") or any other City department; nor does the approval by DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property. DPD's approval shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

SECTION 8. COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The Closing shall not occur unless and until the Developer is prepared to commence construction of the Improvements within a reasonable time. In no instance shall (a) construction commence later than three (3) months after the date of the Closing, or (b) construction be completed later than eighteen (18) months after commencement. DPD shall have discretion to extend the dates in (a) and (b) by up to six (6) months each (i.e., no more than twelve (12) months in the aggregate) by issuing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction. The Improvements shall be constructed in accordance with the Drawings and all applicable laws (including, without limitation, Chapters 7-28 and 11-4 of the Municipal Code), regulations, codes, and recorded encumbrances and restrictions. Notwithstanding the foregoing, the Commissioner of DPD shall have the right to unilaterally extend the dates contained herein.

SECTION 9. CERTIFICATE OF COMPLETION.

The Developer shall request from the City a certificate of completion ("Certificate of Completion") upon the completion of the Improvements in accordance with this Agreement. Recordation of the Certificate of Completion shall constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Improvements. Within forty-five (45) days after receipt of a written request from the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Improvements in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form.

SECTION 10. RESTRICTIONS ON USE.

The Developer agrees that it shall not discriminate based upon race, color, religion, sex, national origin or ancestry, military status, sexual orientation, source of income, age, handicap, in the sale, lease, rental, use or occupancy of the Property or any improvements located or to be erected thereon. This covenant shall have no expiration date.

SECTION 11. PROHIBITION AGAINST TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate of Completion, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell or convey the Property or any part thereof or any interest therein or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the Developer prior to the issuance of the Certificate of Completion to anyone other than another principal party of the Developer without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all members to the City at the time such members obtain an interest in the Developer. In the event of a proposed sale, the Developer shall provide DPD copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including, without limitation, the anti-scofflaw requirement).

SECTION 12. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

Prior to the issuance of the Certificate of Completion, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the initial construction financing approved by DPD pursuant to Section 5.

SECTION 13. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage on the Property authorized by Section 12 of this Agreement shall not itself be obligated to construct or complete the Improvements but shall be bound by the covenants running with the land specified in Section 14 and, at Closing, shall execute a subordination agreement to such effect. If any such mortgagee succeeds to the Developer's interest in the Property prior to issuance of a 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 Improvements, and shall also be bound by the other covenants running with the land specified in Section 14.

SECTION 14. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Sections 8, 10, 11 and 12 will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 13 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 8, 11 and 12 shall terminate upon the issuance of the Certificate of Completion. The covenants provided in Section 10 shall have no expiration date.

SECTION 15. PERFORMANCE AND BREACH.

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

B. Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes 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 Developer requests an extension in writing within sixty (60) days after the beginning of any such delay.

C. Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have ninety (90) 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 Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including, without limitation, proceedings to compel specific performance. Notwithstanding the preceding two sentences, no notice or cure period shall apply to defaults under Sections 15.D.(iv), (vi) and (ix). Any default under Sections 15.D.(iv), (vi),

and (ix) shall constitute an immediate "Event of Default" and shall entitle the City to terminate this Agreement and exercise such other remedies at law and at equity.

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

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

(ii) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct; or

(iii) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within sixty (60) days after filing; or

(iv) The Developer abandons or substantially suspends construction of the Improvements; or

(v) The Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property; or

(vi) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement; or

(vii) There is a change in Developer's financial condition or operations that would materially affect the Developer's ability to complete the Improvements; or

(viii) The Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project; or

(ix) The Developer fails to close by the Outside Closing Date.

E. Prior to Closing. If an Event of Default occurs prior to the Closing, the City may terminate this Agreement and retain the Earnest Money and Performance Deposit.

F. After Closing. If an Event of Default occurs after the Closing, the City may exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing, after the issuance of a Certificate of Completion, the City's right of reverter shall no longer be enforceable.

G. Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 15.F., the City shall employ its best efforts to convey the Property (subject to any first mortgage lien described in this Section 15) to a qualified and financially responsible party (reasonably acceptable to the first mortgagee) who shall assume the obligation of completing the construction of the Improvements or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 14.

H. Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 15.G., the proceeds from the sale shall be utilized to reimburse the City for:

(i) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

(ii) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

(iii) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(iv) any expenditures made or obligations incurred by the City with respect to construction or maintenance of the Improvements; and

(v) the fair market value of the land comprising the Property (without any Improvements or partially constructed Improvements thereon) as determined by such sale, less the Purchase Price previously paid to the City on the Closing Date;

(vi) any other amounts owed to the City by the Developer.

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

In addition to, and without in any way limiting the City's rights under this Section 15, the City shall have the right to retain the Performance Deposit in the event of a default by the Developer.

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

SECTION 16. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity or association in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

SECTION 17. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Improvements; (c) any material misrepresentation or omission made by the Developer or agents, employees, contractors or other persons acting under the control or at the request of Developer; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer 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 18. ENVIRONMENTAL MATTERS.

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

B. Right of Entry. It shall be the responsibility of the Developer, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property. The Developer shall have the right to request a right of entry for the purpose of conducting environmental tests on the Property. If the Developer makes such a request within thirty (30) days after the date of this Agreement, the City shall grant the Developer the right to enter the Property for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance acceptable to the City. The granting of the right of entry shall be contingent upon the Developer obtaining all necessary permits and the following types and amounts of insurance: (i) commercial general liability insurance with a combined single limit of not less than $1,000,000.00 per occurrence for bodily injury, personal injury and property damage liability with the City named as an additional insured; (ii) automobile liability insurance with a combined single limit of not less than $1,000,000.00 per occurrence for bodily injury and property damage; and (iii) worker's compensation and occupational disease insurance in statutory amounts covering all employees and

agents who are to do any work on the Property. All insurance policies shall be from insurance companies authorized to do business in the State of Illinois, and shall remain in effect until completion of all environmental testing activity on the Property. The Developer shall deliver duplicate policies or certificates of insurance to the City prior to commencing any activity on the Property. The Developer expressly understands and agrees that any coverage and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities set forth in this Agreement.

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

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property within fourteen (14) days after receipt. If, prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City within thirty (30) days after the expiration of the Inspection Period. In such event, the City shall return the Performance Deposit to the Developer. The Developer agrees that it will not exercise its right to terminate this Agreement until the City has reviewed all reports concerning the condition of the Property and the parties have had an opportunity to try to resolve the issue. If the Developer elects not to terminate this Agreement pursuant to this Section 18, Developer shall be deemed satisfied with the condition of the Property.

If, after the Closing, the environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the Property in a condition which is suitable for its intended use. The Developer hereby waives, releases and indemnifies the City from any claims and liabilities relating to or arising from the environmental condition of the Property, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The provisions of this paragraph shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

The Developer hereby acknowledges that, in purchasing the Property, Developer is relying solely upon its environmental 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.

SECTION 19. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

A. Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree that with respect to the provision of services in connection with the construction of the Improvements or occupation of the Property during the construction period:

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

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

(iii) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

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

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

(vi) Failure to comply with the employment obligations described in this Section 19.A. shall be a basis for the City to pursue remedies under the provisions of Section 15.

B. City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Improvements, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of the Improvements shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

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

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

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

Quarterly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing ("DOH") in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer and the Employers shall provide full access to their employment records to

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

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

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

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 15.C., the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

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

The Developer shall cause or require the provisions of this Section 19.B. to be included in all construction contracts and subcontracts related to the construction of the Improvements.

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

(i) Consistent with the findings which support, as applicable, (a) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (b) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the

provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 19.C., during the course of the Project, the following percentages of the MBE/WBE Budget (as set forth in Exhibit D hereto shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"): (1) At least 24% by MBEs; and (2) At least 4% by WBEs.

(ii) For purposes of this Section 19.C. only:

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

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

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

(iii) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (a) the MBE or WBE participation in such joint venture, or (b) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the general contractor (but only to the extent of any actual work performed on the Project by the general contractor); by subcontracting or causing the general contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 19.C. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior

written approval of DPD.

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

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

(vi) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 19.C. shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(vii) Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 19.C. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 19.C., the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 19.C. to the City's monitoring staff, including the following: (a) MBE/WBE utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and prevailing wage requirements; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's

monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 19.C., shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 20. PROVISIONS NOT MERGED WITH DEED.

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

SECTION 21. HEADINGS.

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

SECTION 22. ENTIRE AGREEMENT.

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

SECTION 23. SEVERABILITY.

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

SECTION 24. NOTICES.

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

If to the City: City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Attn: Neighborhoods Division

Chicago, Illinois 60602

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

If to the Developer: GDT Properties, Inc.
6339 West 26th Street
Berwyn, Illinois 60402

With a copy to: Roger Hymen
500 Skokie Boulevard, Ste 5300
Northbrook, Illinois 60062

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

SECTION 25. ORGANIZATION AND AUTHORITY.

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

SECTION 26. SUCCESSORS AND ASSIGNS.

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

SECTION 27. RECORDATION OF AGREEMENT.

This Agreement shall be recorded at the Office of the Cook County Recorder of Deeds prior to or as part of the Closing. The Developer shall pay the recording fees.

SECTION 28. EXHIBITS.

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

SECTION 29. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

SECTION 30. PATRIOT ACT CERTIFICATION.

Neither Developer 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 law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

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

SECTION 31. BUSINESS RELATIONSHIPS.

The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) 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 and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156- 030 (b) has occurred with respect to this Agreement or the transaction contemplated hereby.

SECTION 32. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

Consistent with the intent of Mayoral Executive Order No. 05-1, compliance with the

substance of which is intended by this Section 32, the Developer hereby agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent, the General Partner or Managing Member, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Partner or Managing Member of more than 7.5 percent, Owner, any person or entity who directly or indirectly has an ownership, beneficial or other controlling interest in Owner of more than 7.5 percent (collectively, "Controlling Owners"), spouses and domestic partners of such Controlling Owners, (collectively, all the preceding classes of persons and entities are hereinafter referred to as the "Ownership Parties") shall not make a contribution of any amount to the Mayor of the City ("Mayor") or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer hereby agrees to require that the General Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in the General Contractor of more than 7.5 percent, any Subcontractor, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent (collectively, "Interested Parties"), and spouses and domestic partners of such Interested Parties (collectively, all the preceding classes of persons and entities are hereinafter referred to, together with the Ownership Parties, as the "Identified Parties") shall not make a contribution of any amount to the Mayor or to his political fundraising committee (i) after execution of this Agreement by the Developer, and (ii) while the Construction Contract or any Subcontract is executory, (iii) during the term of the Construction Contract or any Subcontract, or (iv) during any period while an extension of the Construction Contract or any Subcontract is being sought or negotiated.

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

The Developer agrees that it shall not and it shall require all other Identified Parties to 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 © bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Developer agrees that it must not and it shall require all other Identified Parties to not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1. The Developer shall impose the restrictions of this Section 32 in the Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 32 in all Subcontracts.

The Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral

Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. 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.

For purposes of this provision:

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

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

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

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

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) 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
(E) 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. a 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.

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

SECTION 33. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors,

have not violated and are not in violation of the following sections of the Code (collectively, the "Waste Sections"):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Developer's, 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 discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Developer, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

SECTION 34. GOVERNING LAW.

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

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

CITY OF CHICAGO,
an Illinois municipal corporation,
acting by and through its
Department of Planning and Development

By:_____
Lori T. Healey
Commissioner

GDT PROPERTIES, INC.,
an Illinois corporation

By: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

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

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of GDT Properties, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by GDT Properties, Inc., an Illinois corporation, as her/his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

_____
NOTARY PUBLIC

[(Sub)Exhibits "C" and "D" referred to in this Agreement with G.D.T. Properties Inc. for Sale and Redevelopment of Land unavailable at time of printing.]

(Sub)Exhibits "A" and "B" referred to in this Agreement with G.D.T. Properties Inc. for Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "A".
(To Agreement With G.D.T. Properties Inc. For Sale And Redevelopment Of Land)

Legal Description Of Property (subject to title and survey):

Lot 19 in Block 14 in Code and McKinnon's 63rd Street and Sacramento Avenue Subdivision of the east half of the southwest quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

2908 West 63rd Street
Chicago, Illinois 60620.

Permanent Index Number:

19-13-329-034.

(Sub)Exhibit "B".
(To Agreement With G.D.T. Properties Inc. For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Project shall consist of a single-story, four thousand one hundred (4,100) square foot retail center with landscaped parking.

APPROVAL FOR NEGOTIATED SALE OF CITY-OWNED PROPERTY AT 815 WEST PERSHING ROAD TO AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH HALSTED PERSHING MORGAN L.L.C.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 815 West Pershing Road, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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, The City has established the Community Development Commission ("Commission") to, among other things, designate redevelopment areas and approve redevelopment plans, and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council of the City of Chicago ("City Council"); and

WHEREAS, By Resolution Number 96-CDC-56 adopted on June 11, 1996, the Commission approved the redevelopment plan ("Redevelopment Plan") for the Stockyards Annex Tax Increment Financing Redevelopment Project Area ("Redevelopment Area"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on December 11, 1996 and published at pages 35665 through 35875 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, the Redevelopment Plan for the Redevelopment Area was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on December 11, 1996 and published at pages 35876 through 35881 in the *Journal* of such date, the Redevelopment Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on December 11, 1996, and published at pages 35882 through 35887 in the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) in the Redevelopment Area incurred pursuant to the Redevelopment Plan; and

WHEREAS, The City is the owner of two (2) parcels of property located at 815 West Pershing Road, which are legally described on Exhibit A attached hereto (the "Property"), and which is located in the Redevelopment Area; and

WHEREAS, Halsted Pershing Morgan, L.L.C., a Delaware limited liability company registered to do business in the State of Illinois as a foreign entity (the "Developer"), with local offices located at 20 South Clark Street, Suite 630, Chicago, Illinois 60603, shall construct an eighty thousand (80,000) square foot industrial plant that will be flexible enough to accommodate a single or multiple industrial tenant user(s). The site's landscaping will adhere to the City's standards and design. The constructed facility will offer maximum docking capacity with up to eight (8) exterior docks, and four (4) drive-in doors to ensure maximum docking capacity. The facility will accommodate a minimum of ninety-four (94) cars stalls and truck staging on the

south end of the site. The Developer has offered to pay the City the sum of One and no/100 Dollars ($1.00), for the two (2) parcels of Property; and

WHEREAS, By Resolution Number 07-CDC-2, adopted on January 9, 2007, the Commission authorized the Department of Planning and Development (the "Department") to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the Property; approved the Department's request to advertise for alternative proposals, and recommended that City Council approve the sale of the Parcels to the Developer if no alternative proposals were received without further Commission action; and

WHEREAS, The Department published the notices in the *Chicago Sun-Times* on January 15, 2007 and February 14, 2007, requested alternative proposals for the redevelopment of the Property and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; 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 Commissioner of the Department of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The City is hereby authorized to sell and convey to the Developer the Property listed on Exhibit A of the Redevelopment Agreement for One and no/100 Dollars ($1.00) in accordance with and subject to the terms of such Redevelopment Agreement.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the

sole controlling party, the Property listed on Exhibit A to the Redevelopment Agreement for the consideration described therein and otherwise in accordance with and subject to the terms of such Redevelopment Agreement.

SECTION 5. 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 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon it passage and approval.

Exhibits "A and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description Of Property.

(Subject To Final Survey And Title Commitment)

Commonly Known And Numbered As:

815 West Pershing Road
Chicago, Illinois.

Permanent Index Numbers:

20-05-200-009; and

20-05-200-157 (partial).

Exhibit "B".
(To Ordinance)

Agreement For The Sale And Redevelopment Of Land.

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the _____ day of _____, 2007, 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 **HALSTED PERSHING MORGAN LLC,** a Delaware limited liability company registered to do business in the State of Illinois as a foreign entity, ("Developer"), with its offices located at 20 South Clark Street, Suite 630, Chicago, Illinois 60603.

RECITALS

WHEREAS, the Developer desires to purchase from the City certain real property having the common address of 815 West Pershing Road, Chicago, Illinois, as more fully described on **Exhibit A** attached hereto (the "Property"); and

WHEREAS, the Property is a 6.63 acre parcel of vacant land zoned PMD #8, situated within the boundaries of the Stockyards Annex Tax Increment Financing Redevelopment Project Area (the "Project Area"), as created by ordinances of the Chicago City Council dated December 11, 1996 and published at pages 35665 through 35887 of the Journal of the Proceedings of the City Council of the City of Chicago; and

WHEREAS, the appraised market value of the Property is One Million Five Hundred Ninety Thousand and No/Dollars ($1,590,000) for use as a multi-tenant industrial property; and

WHEREAS, the City is willing to sell the Property to the Developer for less than the appraised market value in consideration of the Developer's environmental obligations set forth in Section 22 herein and the Developer's fulfillment of its obligations under this Agreement including the obligation to develop and operate a single or multi-tenant speculative building of not less than 79,000 square feet, with site improvements, landscaping, parking, and a 10% green roof at the Property, as more fully set forth in this Agreement including, without limitation, **Exhibit B** (the "Project"); and

WHEREAS, such Project shall be constructed at a cost of approximately Seven Million Eight Hundred Thirteen Thousand One Hundred Fifteen and No/100 Dollars ($7,813,115), and shall create approximately 120 - 130 temporary construction jobs and a minimum of 35 full-time permanent jobs, with the Developer using its best effort to dedicate five (5) of the thirty five jobs

to residents of the Empowerment Zone in which the Property is located, within 24 months from the issuance of the Certificate of Completion on the Project, and which full time permanent employment obligation is an essential part of the consideration due the City under the terms of this Agreement; and

WHEREAS, the Project is consistent with the Stockyards Annex Tax Increment Redevelopment Plan and Project (the "Redevelopment Plan"); and

WHEREAS, the parties agree that simultaneous with the execution of this Agreement, the Developer shall execute a Deed of Reconveyance ("Deed of Reconveyance"), in a form reasonably acceptable to the City, thereby subjecting the Developer to a reconveyance of the Property and any improvements thereon to the City in the event the Developer, as more fully set forth in this Agreement: (1) fails to acquire DPD's prior written consent in any/all transfers of Property during a period of five (5) years from the date of Closing; and/or (2) fails to acquire DPD's approval of any/all future uses, occupancy, and tenants (as defined herein) of the Project during a period of twenty-four months from the date of the issuance of the Certificate of Completion on the Project, unless such period is extended by DPD in its sole discretion; and

WHEREAS, the Developer shall donate Fifty Thousand and No/100 Dollars ($50,000) to the Chicago Park District's Taylor-Lauridsen Park as a public benefit at or before Closing; and

WHEREAS, the Developer is obtaining a mortgage loan from _____ in the amount of

_____and No/100 Dollars ($_____) to partially finance the Project (the "Loan").

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

SECTION 1. INCORPORATION OF RECITALS.

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

SECTION 2. PURCHASE PRICE.

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City for the amount of One and 00/100 Dollars ($1.00) ("Purchase Price").

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

No earnest money or performance deposit shall be due under this Agreement. All other closing costs shall be borne by Developer.

SECTION 4. CLOSING.

The closing of the transfer of the Property from the City to the Developer ("Closing") shall take place, at the Developer's request, at the downtown offices of First American Title Insurance Company, 30 North LaSalle Street, Suite 300, Chicago, Illinois 60602 (the "Title Company"), after the Developer has acquired all necessary building permits and zoning approvals for the Project, as required pursuant to Section 7, or on such date as the parties mutually agree upon in writing (the "Closing Date"); provided, however, in no event shall the closing occur (1) until and unless the conditions precedent set forth in Section 9 are all satisfied, unless DPD, in its sole discretion waives such conditions, and (2) any later than November 30, 2007 (the "Outside Closing Date"), unless DPD, in its sole discretion, extends the Outside Closing Date. At the Closing, the City shall deliver to the Developer (i) the Deed and (ii) possession of the Property, each subject only to the Permitted Exceptions.

SECTION 5. CONVEYANCE OF TITLE.

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

a. the Redevelopment Plan for the Redevelopment Area;

b. 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 that will not adversely affect the use and insurability of the Property for the development of the Project;

e. such other title defects as may exist that will not adversely affect the use and insurability of the Property for the development of the Project; and

f. any and all exceptions caused by the acts of the Developer or its agents.

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

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

SECTION 6. TITLE, SURVEY AND REAL ESTATE TAXES.

6.1 Title commitment and Insurance. Not less than 30 days before the anticipated Closing Date, the Developer shall order a current title commitment issued by the Title Company. The Developer shall pay the cost of, and shall be responsible for, obtaining on the Closing Date, any title insurance, extended coverage and any endorsements it deems necessary. The City agrees to provide the Title Company with a completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, and "gap" undertakings, title indemnities and similar liabilities) at or prior to the Closing.

6.2. Survey. The Developer will be responsible for obtaining, at Developer's expense, a survey for the Property.

6.3 Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver of any delinquent real estate tax liens on the Property prior to the Closing Date. If the City is unable to obtain the waiver of any such tax liens, either party may terminate this Agreement. If the City is unable to obtain the waiver of such taxes and the Developer elects to close, the Developer shall assume the responsibility for any such delinquent real estate taxes, which shall be included as Permitted Exceptions. The Developer shall also be responsible for all taxes accruing after the Closing. Until a Certificate of Completion (as described in Section 13) is issued by the City, the Developer shall notify the City that the real estate taxes assessed and levied against the Property have been paid in full within ten days of such payment.

SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer shall apply for all necessary building permits and other required permits approvals no later than sixty (60) days after the City Council authorizes the sale of the Property, shall pursue such permits and approvals in good faith and with all due diligence, and shall provide evidence that all such permits have been issued prior to the November 30, 2007 Closing.

SECTION 8. PROJECT BUDGET AND PROOF OF FINANCING.

The total project budget is currently estimated to be Seven Million Eight Hundred Thirteen Thousand One Hundred Fifteen and No/100 Dollars ($7,813,115) (the "Preliminary Project Budget"). Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to DPD for approval a final project budget materially consistent with preliminary project budget ("Budget") and evidence of funds adequate to finance the purchase of the Property and construct the Project ("Proof of Financing"). The Proof of Financing shall include a binding commitment for the Loan, and evidence of the Developer's ability to make an equity

contribution in the amount of _____ ($_____).

SECTION 9. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.

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

9.1 Final Governmental Approvals. The Developer shall have delivered to the City evidence that all building permits and other final governmental approvals have issued, including but not limited to all requisite zoning approvals, necessary to construct the Project; provided, however, the Developer is not required to deliver building permits for structures for self-certification.

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

9.3 Simultaneous Loan Closing. On the Closing Date, the Developer shall simultaneously close the Loan and be in a position to immediately commence construction of the Project within the time frame set forth in Section 12 herein.

9.4 Insurance. The Developer shall provide evidence of insurance reasonably acceptable to the City prior to the Closing Date. The City shall be named as an additional insured on any liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on any property insurance policies from the Closing Date through five (5) years from the date of Closing. With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

9.5 Legal Opinion. The Developer shall have delivered to the City a legal opinion in a form reasonably acceptable to the City.

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

9.7 Organization and Authority Documents. The Developer shall have delivered to the City the certified articles of incorporation, including all amendments thereto, of

the Developer, as furnished and certified by the Secretary of State of the State of Delaware; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a Certificate of Foreign LLC authorized to conduct business in Illinois as issued by the Illinois Secretary of State, a Certificate of Good Standing dated no more than thirty (30) days prior to the Closing Date, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of the Developer; and such other corporate authority and organizational documents as the City may reasonably request.

9.8 Subordination Agreement. Prior to recording any mortgage approved pursuant to Section 9.2, the Developer shall deliver to the City a subordination agreement substantially in the City's standard form (the "Subordination Agreement").

9.9 MBE/WBE and Local Hiring Compliance Plan. At least fourteen (14) days prior to the Closing Date, the Developer and the Developer's general contractor and all major subcontractors shall meet with staff from the Department of Housing ("DOH") monitoring section regarding compliance with the MBE/WBE and local hiring requirements set forth in this Agreement pursuant to Section 23, and at least seven (7) days prior to the Closing Date, the City shall have approved the Developer's compliance plan in accordance with Section 23.

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

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

If any of the conditions in this Section 9 have not been satisfied to the City's reasonable satisfaction within the time period provided for herein, the City may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 10. SITE PLANS AND ARCHITECTURAL DRAWINGS.

10.1. Site Plans. The Developer agrees to construct the Project on the Property in accordance with the Site Plans and Architectural Drawings prepared by Cornerstone Architects, dated December 5, 2006 which have been approved by DPD as of the date hereof and which are incorporated herein by reference ("Drawings"). No material deviation from the Drawings, including, without limitation, of any material change to the size of the square footage of the Project, may be made without the prior written approval of DPD. If the Developer submits and DPD approves revised Drawings after the date of this Agreement, the term "Drawings" as used herein shall refer to the revised Drawings upon DPD's written approval of same.

10.2. Relocation of Utilities, Curb Cuts and Driveways. To the extent necessary to complete the Project, the Developer shall be solely responsible for and shall pay all costs in regard to: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with the Developer's redevelopment; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other services. Any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer, as part of the Project conforms to applicable City laws, ordinances, codes, rules, regulations and must be approved by the City.

10.3. Inspection by the City. For the period commencing on the Closing Date and continuing through the date the City issues a Certificate of Completion, any duly authorized representative of the City shall have access to the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws").

10.4. Barricades and Signs. The Developer agrees to erect such signs as the City may reasonably require identifying the Property as a City redevelopment project. The Developer may erect signs of its own incorporating such approved identification information upon the execution of this Agreement, prior to Closing. Prior to the commencement of any construction activity requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed.

SECTION 11. LIMITED APPLICABILITY.

DPD's approval of the Drawings are for the purposes of this Agreement only and do not constitute the approval required by the City's Department of Construction and Permits ("DCAP") or any other City department; nor does the approval by DPD pursuant to this Agreement constitute an approval of the quality, structural soundness or the safety of any improvements located or to be located on the Property. The approval given by DPD shall be only for the benefit of the Developer and any lienholder authorized by this Agreement.

SECTION 12. COMMENCEMENT AND COMPLETION OF PROJECT.

The conveyance of the Property to the Developer shall not occur unless and until the Developer is prepared to commence construction of the Project no later than November 30, 2007. In no instance shall (a) the Closing Date occur later than the dates set forth in Section 4 herein, (b) construction commence later than November 30, 2007, and (c) construction be completed later than eighteen (18) months after the Closing Date. DPD may, in its sole discretion, extend the dates in (b) and (c) by up to six (6) months each (i.e., 12 months, in aggregate) by issuing a written extension letter. The Project shall be constructed substantially in accordance with the Drawings and in accordance with all applicable laws, regulations and codes.

SECTION 13. CERTIFICATE OF COMPLETION.

Upon the completion of the Project in accordance with this Agreement, the Developer shall request from the City a Certificate of Completion ("Certificate") in recordable form. Recordation of such Certificate shall constitute a conclusive determination of satisfaction and termination of certain of the covenants in this Agreement and the Deed solely with respect to the obligations of the Developer to construct the Project. Within thirty (30) days after receipt of a written request by the Developer for a Certificate, the City shall provide the Developer with either the Certificate or a written statement indicating in adequate detail how the Developer has failed to complete the Project in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate upon compliance with the City's response.

SECTION 14. RESTRICTIONS ON USE.

The Developer agrees that:

14.1 It shall devote the Property or any part thereof to a use that complies PMD #8 and with the Redevelopment Plan until the Redevelopment Plan expires on December 11, 2019.

14.2 The City reserves the right to approve, within a reasonable time, future uses, occupancy and tenants (the "Future Uses, Occupancy, and Tenants") in the Property and improvements thereon for 24 months from the date of the issuance of the Certificate of Completion. DPD in its sole discretion may extend this approval right for a maximum additional twelve (12) consecutive months. The prohibited Future Uses, Occupancy and Tenants include, but are not limited to, non-industrial uses, junk/salvage yard, waste-Related use, Class II and III recycling facilities, container storage, non-accessory parking, shelter or boarding kennels, wireless communication facilities, vehicle sales and service, gas station, signs, advertising (billboards), temporary or transitional shelter, outdoor storage of raw materials as principle use, or any other Future Uses, Occupancy and Tenants that DPD, in its sole discretion, determines is prohibited. The use of signs on the Property is also subject to City approval as set forth in Section 10.4 herein.

14.3 The Developer further agrees that the City reserves the right to record a Deed of Reconveyance and revest title to the Property and improvements thereon in the City in the event the Developer: (a) the Developer fails to acquire DPD's approval of any/all Future Uses, Occupancy and Tenants of the Property and improvements thereon during a period of twenty four (24) months from the date of the issuance of the Certificate of Completion, unless such period is extended by DPD in its sole discretion; and/or (b) the Developer fails to acquire DPD's prior written consent to any/all transfers of Property during a period of five (5) years from the date of Closing, unless DPD may approve the transfer to a Permitted Transferee, as defined in Section 15.

14.4 The Developer shall donate Fifty Thousand and no/100 Dollars ($50,000) to the Chicago Park District's Taylor-Lauridsen Park as a public benefit at or before Closing.

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

SECTION 15. PROHIBITION AGAINST TRANSFER OF PROPERTY.

The Developer may not, for five (5) years from the date of Closing, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (a) directly or indirectly sell or convey the Property or any part thereof or any interest therein, or the Developer's controlling interests therein; or (b) directly or indirectly assign this Agreement. The City reserves the right to record a Deed of Reconveyance and revest title to the Property and improvements thereon in the City if the Developer fails to acquire DPD's written consent of any/all transfers of Property as set forth herein. DPD may, but is not obligated to, consider a transfer of the Property to a lender or other financing entity holding a mortgage on the Property, whether pursuant to a foreclosure proceeding, or a deed in lieu of foreclosure as a possible Permitted Transferee ("Permitted Transferee"). In the event of any proposed sale, the City shall be provided copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including but not limited to anti-scofflaw requirement). Notwithstanding the foregoing, the Developer shall be permitted to encumber the Property in accordance with the terms of Section 16 hereof.

SECTION 16. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

The Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which creates an encumbrance or lien on the Property, except for the purposes of obtaining (i) funds necessary to acquire the Property; (ii) funds necessary to construct the Project in accordance with the initial construction financing approved by DPD pursuant to Section 8 and (iii) after construction, funds necessary to own, maintain and operate the Property in accordance with the requirements of this Agreement.

SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at Closing, shall execute a Subordination Agreement (as defined in Section 9.8). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party that is not a lender or financing 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 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Sale or Transfer of Property) and Section 16 (Limitation Upon Encumbrance of Property) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 12, and Sections 16(i) and (ii) shall terminate upon the issuance of the Certificate of Completion. The covenants contained in Section 14.1 shall terminate on December 11, 2019, the date the Redevelopment Plan expires. The covenants contained in Sections 14.2 and 14.3(a) shall terminate 24 months from the date of the issuance of the Certificate of Completion. The covenants provided in Section 14.3(b), Section 15, and Section 16(iii) shall terminate five (5) years from the date of Closing. The covenants contained in Section 14.4 shall terminate upon payment, before or at Closing, of the public benefit donation to the Chicago Park District. The covenants contained in Section 14.5 shall remain in perpetuity.

SECTION 19. PERFORMANCE AND BREACH.

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

19.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including but not limited to, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes 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 Developer requests it in writing of the City within thirty (30) days after the beginning of any such delay.

19.3 Cure. Subject to Section 19.2, if the Developer defaults in performing its obligations under this Agreement and the City shall deliver written notice of such default, the Developer shall have a 60 day cure period to remedy such default from the City's delivery of such notice. If the default is not capable of being cured within the sixty day period, then provided the Developer has commenced to cure the default and is diligently proceeding to cure the default within the sixty day period, and thereafter diligently prosecutes such cure through to completion, then the sixty day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may institute such proceedings at law or in equity as may be necessary or desirable to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

No notice or cure period shall apply to a failure to Close on the respective dates set forth in Section 4 herein. Unless the failure to close is due to circumstances described in Section 19.2 above or caused by a breach by the City under the terms of this Agreement, such failure shall constitute an immediate "Event of Default". Failure to close by such Closing Date shall entitle the City to terminate this Agreement. The Developer may request from DPD a written confirmation that a default has been cured.

19.4 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" after written notice from the City (if required) and the applicable cure or grace period (if any):

a. The Developer fails to perform any obligation of Developer under this Agreement, which default is not cured pursuant to Section 19.3; or

b. The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form, or another document) which is not true and correct, which default is not cured pursuant to Section 19.3; or

c. A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing; or

d. Except as excused by Section 19.2 above, the Developer abandons or substantially suspends the construction work (no notice or cure period shall apply); or

e. The Developer fails to timely pay real estate taxes or assessments affecting the Property or suffers or permits any levy or attachment, material suppliers' or mechanics' lien, or any other lien or encumbrance unauthorized by this Agreement to attach to the Property, which default is not cured pursuant to Section 19.3; or

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

g. The Developer's financial condition and operations adversely change to such an extent that would materially affect the Developer's ability to complete the Project, which default is not cured pursuant to Section 19.3; or

h. The Developer fails to comply with the terms of any other written agreement entered into with the City with respect to the Project, which default is not cured pursuant to Section 19.3; or

i. Failure to close by the respective dates as set forth in Section 4 herein (no notice shall apply), except as excused by Section 19.2. above; or

j. The Developer fails to create and retain a minimum of 35 full-time equivalent jobs at the Property within 24 months of the issuance of the Certificate of Completion; or

k. The Developer fails to acquire DPD's approval of any/all future uses, occupancy, and tenants of the Property and improvements thereon for a period of twenty four months from the date of the issuance of the Certificate of Completion, unless such period is extended by DPD in its sole discretion, as set forth in Section 14.3 herein (no notice or cure period shall apply); or

l. The Developer fails to acquire DPD's prior written consent to any/all transfers of Property and the improvements thereon (no notice or cure shall apply).

19.5. Prior to Conveyance. Prior to Closing, if an Event of Default occurs, after written notice from the City (if required) and the applicable cure or grace period (if any), and is continuing, the City may terminate this Agreement and/or institute any action or proceeding at law or in equity against the Developer, its successors and/or assigns.

19.6 After Conveyance. After Closing, if an Event of Default occurs, after written notice from the City (if required) and the applicable cure or grace period (if any), and is continuing, the City, may exercise any and all remedies available to the City at law or in equity, including but not limited to, the right to record the Deed of Reconveyance, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City; provided, however, that the revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement.

19.7 Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 19.6 the City shall employ its best efforts to convey the Property (subject to any first mortgage lien permitted under this Section) to a qualified and financially responsible party (as solely determined by the City) who shall assume the obligation of completing the construction of the Project or such other improvements as shall be satisfactory to the City and complying with the covenants that run with the land, as specified in Section 18.

19.8 Disposition of Resale Proceeds. If the City sells the Property, the net proceeds from the sale shall be utilized to reimburse the City for:

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

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

c. any payments made (including reasonable attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

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

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

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

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

19.9 Breach of Obligations to Achieve 35 Full Time Jobs at Property. The parties acknowledge and agree that in the event that the Developer fails to achieve the employment obligations set forth in this Agreement, then it shall pay a one-time fee of Five Thousand and No/100 Dollars ($5,000.00) per job (35 jobs total) penalty, to be paid with immediately available funds to the City twenty-four (24) months from the issuance of the Certificate of Completion. Failure to comply with these requirements shall be an event of default of the Developer's obligations under this Agreement.

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

SECTION 20. CONFLICT OF INTEREST; CITY'S AND DEVELOPER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

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

SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (i) an Event of Default that has occurred; (ii) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; (iii) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (iv) any actions, including but not limited to, conducting environmental tests on the Property as set forth in Section 22 herein, resulting from any activity undertaken by the Developer on the Property prior to or after the conveyance of said Property to the Developer by the City. This indemnification shall survive any termination of this Agreement.

SECTION 22. ENVIRONMENTAL MATTERS.

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

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

The Developer agrees to carefully inspect the Property prior to the commencement of any activity on the Property to make sure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Developer shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect any

work being done on the Property. The Developer's activities on the Property shall be limited to those reasonably necessary to perform the environmental testing. Upon completion of the work, the Developer agrees to restore the Property to its original condition. The Developer shall keep the Property free from any and all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Developer, and agrees to indemnify and hold the City harmless against any such liens.

The Developer agrees, at its sole cost and expense, to enroll the Property in the Illinois environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP"), deliver a draft No Further Remediation Letter ("NFRL") and Final NFRL to the City upon Developer's receipt of such documentation. The Developer shall provide the City with evidence of the Property's enrollment in the IEPA's SRP program no later than the Closing Date.

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property. If prior to the Closing, the Developer's environmental consultant determines that contamination exists on the Property to such an extent that the parties agree that the estimated cost of remediation (such estimated cost being determined by the consultant) is too excessive for the Developer, the Developer may declare this Agreement null and void by giving written notice thereof to the City. The Developer agrees that a request to terminate this Agreement shall not be made until the City has reviewed all reports concerning the condition of the Property.

If after the Closing, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Property in a condition which is suitable for the intended use of the Property. The Developer agrees to waive, release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property (including, without limitation, claims arising under CERCLA) and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing.

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

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

a. Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code of Chicago, as amended from time to time (the "Human Rights Ordinance").

The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

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

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

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

f. Failure to comply with the employment obligations described in this Section 23 shall be a basis for the City to pursue remedies under the provisions of Section 19.

23.2 City Resident Employment Requirement. The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, it and they shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 3-92-330 of the Municipal Code of Chicago (at least fifty percent of the total worker hours worked by persons on the construction of the Project shall be performed by actual residents of the City of Chicago); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City of Chicago in both unskilled and skilled labor positions.

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

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

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

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the City of Chicago Department of Housing ("DOH") in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

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

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

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

If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that 1/20 of 1 percent (.0005%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer and for the Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

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

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

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

a. Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of the Project, the following percentages of the MBE/WBE Budget (as set forth in **Exhibit C** hereto shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"): (1) At least 24% by MBEs; and (2) At least 4% by WBEs.

b. For purposes of this Section 23.3 only:

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

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

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

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

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

monitoring staff shall have access to all such records maintained by the Developer, on five business days notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

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

23.4 Prior to the commencement of the Project, the Developer shall meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 23.3. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 23.3, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 23.3 to the City's monitoring staff, including the following: (a) MBE/WBE utilization plan and record; (b) subcontractor's activity report; (c) contractor's certification concerning labor standards and prevailing wage requirements; (d) contractor letter of understanding; (e) monthly utilization report; (f) authorization for payroll agent; (g) certified payroll; (h) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (i) evidence of compliance with job creation requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23.3, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any city funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

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

(a) The Developer is a Delaware limited liability company registered to do business in the State of Illinois as a foreign entity, duly organized, validly existing and in good standing under the laws of the State of Delaware and 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 Developer has the authority to do so.

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

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

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

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

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

24.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 24 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 25. PROVISIONS NOT MERGED WITH DEED.

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

SECTION 26. HEADINGS.

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

SECTION 27. ENTIRE AGREEMENT.

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

SECTION 28. SEVERABILITY.

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

SECTION 29. NOTICES.

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

If to the City:

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

With a copy to:	City of Chicago Department of Law 121 North LaSalle Street Room 600 Chicago, Illinois 60602 Attn: Real Estate Division
If to the Developer:	Halsted Pershing Morgan, L.L.C. 20 South Clark Street Suite 630 Chicago, Illinois 60603 Attn: Howard Wedren
With a copy to:	Greenberg Traurig, L.L.P. 77 West Wacker Drive Suite 2500 Chicago, Illinois 60601 Attn: Michael T. Fishman

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 p.m. on a business day. If such dispatch occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three business days after mailing. The parties, by notice given here-under, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 30. ORGANIZATION AND AUTHORITY.

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

SECTION 31. SUCCESSORS AND ASSIGNS.

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

SECTION 32. TERMINATION.

In the event that the Closing has not occurred by the each of the Closing Dates defined herein, then the City may terminate this Agreement upon written notice to the Developer.

SECTION 33. RECORDATION OF AGREEMENT.

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

SECTION 34. CONSENT AND APPROVAL.

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

SECTION 35. OTHER ACTS

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

SECTION 36. BUSINESS RELATIONSHIPS.

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

SECTION 37. PATRIOT ACT CERTIFICATION. The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially

Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

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

SECTION 38. PROHIBITION ON CERTAIN CONTRIBUTIONS-MAYORAL EXECUTIVE ORDER NO. 05-1.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

Developer agrees that it shall not: (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.

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

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

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

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (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 of the City of Chicago.

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

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

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) 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
(E) 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. a 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.

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

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

CITY OF CHICAGO,
an Illinois municipal corporation

By: _____
Lori T. Healey,
Commissioner of Planning and Development

HALSTED PERSHING MORGAN L.L.C.,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my notarial seal this ____ day of _____, 2007.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my notarial seal this _____ day of _____, 2007.

_____
NOTARY PUBLIC

[(Sub)Exhibit "A" referred to in this Agreement with Halsted Pershing Morgan L.L.C. for Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance and printed on page 104764 of this *Journal.*]

(Sub)Exhibit "B" referred to in this Agreement with Halsted Pershing Morgan L.L.C. for Sale and Redevelopment of Land reads as follows:

(Sub)Exhibit "B".
(To Agreement With Halsted Pershing Morgan L.L.C.
For Sale And Redevelopment Of Land)

Narrative Description Of Project.

The Developer will construct a speculative building measuring not less than seventy-nine thousand (79,000) square feet for multi-tenant industrial use. Any material change in the size of the square footage of the Project is subject to D.P.D. review and approval. The building will incorporate state-of-the-art features; including thirty (30) foot ceilings, use of materials such as precast concrete and structural steel. The facility will offer up to eight (8) exterior docks and four (4) drive-in doors to ensure maximum docking capacity. The Project will accommodate a minimum of ninety-four (94) car stalls and truck staging on the south end of the site. The facility will be designated and constructed in a fashion that will allow flexibility in the number of tenants.

The Developer will incorporate a "green roof" system on a minimum of ten percent (10%) (eight thousand (8,000) square feet) of the roof structure; comply with the Chicago Landscape Ordinance; and construct an underground water detention facility in compliance with the laws relating to water detention and drainage.

During the construction period, the Project shall provide for one hundred twenty (120) and one hundred thirty (130) temporary construction jobs, across various trades. Thirty-five (35) permanent jobs shall be created by this Project with the Developer using its best efforts to dedicate five (5) of the thirty-five (35) jobs to community residents of the Empowerment Zone in which the Property is located.

APPROVAL FOR NEGOTIATED SALE OF CITY-OWNED PROPERTY AT 3445 -- 3459 SOUTH MICHIGAN AVENUE AND 100 -- 114 EAST 35TH STREET TO AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH DE LA SALLE INSTITUTE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of city-owned property at 3445 -- 3459 South Michigan Avenue and 100 -- 114 East 35th Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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, The City has established the Community Development Commission ("C.D.C.") to, among other things, designate redevelopment areas, approve redevelopment plans, and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council; and

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City on November 4, 1998, and published at pages 80642 and 80644 through 80759 in the *Journal of the Proceedings of the City Council of the City of Chicago,* ("*Journal*") of such date, a certain redevelopment plan and project ("Redevelopment Plan") for the Bronzeville Redevelopment Project Area ("Redevelopment Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 4, 1998, and published at pages 80758 and 80760 through 80769 in the *Journal* of such date, the Redevelopment Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "T.I.F. Ordinance") adopted by the City Council on November 4, 1998, and published at pages 80768 and 80770 through 80777 in the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) in the Redevelopment Area incurred pursuant to the Redevelopment Plan; and

WHEREAS, The City is the owner of the real property commonly known as 3445 -- 3459 South Michigan Avenue and 100 -- 114 East 35th Street, Chicago, Illinois 60616, which is legally described on Exhibit A attached hereto (the "City Land"), and which is located in the Redevelopment Area; and

WHEREAS, The City Land is improved with a vacant two story office building and includes the surviving structure of the historic 1912 Pickford Theater; and

WHEREAS, De La Salle Institute, an Illinois not-for-profit corporation (the "Developer"), has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the City Land for Two Hundred Fifty Thousand Dollars ($250,000), which is approximately Seven Hundred Fifty Thousand Dollars ($750,000) less than its fair market value; and

WHEREAS, The Developer owns the real property located adjacent to the City Land, and operates a surface parking lot for its Bronzeville high school campus thereon (the "Adjacent Parking Lot"); and

WHEREAS, The Developer intends to use the City Land and the Adjacent Parking Lot to construct an educational and performing arts center, consisting of both new

construction and the preservation and adaptive reuse of the Pickford Theater (the "Project"); and

WHEREAS, As additional consideration for the transfer of the City Land to the Developer, the Developer has agreed to construct the Project in accordance with certain development parameters, including, without limitation, the preservation of certain structural components and decorative features of the Pickford Theater, the construction of a new auditorium within the existing theater space, and the incorporation of green building techniques; and

WHEREAS, By Resolution Number 06-CDC-67, adopted on August 8, 2006, the C.D.C. authorized the Department to advertise its intention to enter into a negotiated sale with the Developer for the redevelopment of the City Land, approved the Department's request to advertise for alternative proposals, and approved the sale of the City Land to the Developer if no alternative proposals were received; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the City Land with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* August 11,18 and 25, 2006; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; 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 Land to the Developer in the amount of Two Hundred Fifty Thousand Dollars ($250,000) is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer in substantially the form attached hereto as Exhibit B (the "Redevelopment Agreement"). The Commissioner of the Department (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the City Land to the Developer,

or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or which is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

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

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

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

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description Of City Land (subject to final survey and title commitment):

Lots 25, 26, 27, 28, 29 and 30 in Block 7 in Wentworth's Subdivision of the south 60 acres of the west half of the northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Commonly Known As:

3445 -- 3459 South Michigan Avenue; and
100 -- 114 East 35th Street
Chicago, Illinois 60616.

Permanent Index Number:

17-34-119-016-0000.

Exhibit "B".
(To Ordinance)

Agreement For The Sale And Redevelopment Of Land.

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ___ day of _____, 2007, 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 **DE LA SALLE INSTITUTE**, an Illinois not-for-profit corporation ("Developer"), whose offices are located at 3455 South Wabash Avenue, Chicago, Illinois 60616.

RECITALS

WHEREAS, the Developer desires to purchase from the City the real property commonly known as 3445-59 South Michigan Avenue and 100-114 East 35th Street, Chicago, Illinois 60616, which consists of one (1) tax parcel and is legally described on Exhibit A attached hereto (the "City Land"); and

WHEREAS, the City Land is located in a redevelopment area known as the Bronzeville Tax Increment Financing District Area ("Redevelopment Area"); and

WHEREAS, the City Land is improved with a vacant two-story office building (the "Building") and the surviving structure of the historic 1912 Pickford Theater (the "Pickford Theater"); and

WHEREAS, the Pickford Theater is one of the only surviving performance venues from the early 20th century Jazz Age era of the Bronzeville neighborhood and a landmark of African-American culture; and

WHEREAS, the Landmarks Preservation Council of Illinois named the historic Pickford Theater to its 2006 list of the state's 10 Most Endangered Historic Places; and

WHEREAS, the Developer owns the real property located adjacent to the City Land, which is legally described on Exhibit B attached hereto, and operates a 36-space surface parking lot for its Bronzeville high school campus thereon (the "Adjacent Parking Lot"); and

WHEREAS, the Bronzeville campus is located across the street from the City Land and includes four (4) interconnected buildings along 35th Street and South Michigan Avenue, an athletic field and a 69-space off-street parking lot; and

WHEREAS, the Developer intends to use the City Land and the Adjacent Parking Lot (together, the "Project Site") to construct an education and performing arts center, consisting of both new construction and the preservation and adaptive reuse of the historic Pickford Theater, as more fully described in Section 14.3 below (the "Project"); and

WHEREAS, the Developer expects to complete the Project in two phases ("Phase I" and "Phase II"); and

WHEREAS, Phase I involves the construction of the Performing Arts Center and the Retail Space (as those terms are defined in Section 14.3 below); and

WHEREAS, Phase II involves the construction of the Academic Building (as defined in Section 14.3 below); and

WHEREAS, the Project is consistent with the Bronzeville Tax Increment Financing District Plan and Project ("Redevelopment Plan"); and

WHEREAS, the Developer is purchasing the City Land from the City for less than its fair market value; and

WHEREAS, because the sales price is less than fair market value, the Developer, as additional consideration for the transfer of the City Land, has agreed to construct the Project in accordance with the terms and conditions of this Agreement, the Plans as defined in Section 10 below and those certain development parameters set forth in Section 14.3 below; and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____, 2007, and published at pages _____ through _____ in the Journal of the Proceedings of the City Council of such date, authorized the sale of the City Land to the Developer, subject to the execution, delivery and recording of this Agreement; and

WHEREAS, the Developer and the City acknowledge that the implementation of the policies and provisions described in this Agreement will be of mutual benefit to the Developer and the City.

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. PURCHASE PRICE.

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the City Land, for the sum of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) ("Purchase Price"), to be paid to the City at the Closing (as defined in Section 4) in cash or by certified or cashier's check or wire transfer of immediately available funds, less the Earnest Money (as defined in Section 3.1). Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs. The Developer acknowledges and agrees that the Purchase Price is approximately Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) less than the fair market value of the City Land ("Land Write-Down"), and that the City has only agreed to give the Land Write-Down because the Developer has agreed to execute this Agreement and comply with its terms and conditions, including, without limitation, the development parameters set forth in Section 14.3.

SECTION 3. EARNEST MONEY AND PERFORMANCE DEPOSIT.

3.1 Earnest Money. Upon the execution of this Agreement by the Developer, the Developer shall deposit with the City the amount of Twelve Thousand Five Hundred and 00/100 Dollars ($12,500) ("Earnest Money"), which shall be credited against the Purchase Price at the Closing (as defined in Section 4 below).

3.2 Performance Deposit. Upon the execution of this Agreement by the Developer, the Developer shall deposit with the City the amount of Twelve Thousand Five Hundred and 00/100 Dollars ($12,500), as security for the performance of its obligations under this Agreement ("Performance Deposit"), which the City will retain until the City issues the final Partial Certificate of Completion (as defined in Section 13).

3.3 Interest. The City will pay no interest to the Developer on the Earnest Money or Performance Deposit.

SECTION 4. CLOSING.

The closing of the transaction contemplated by this Agreement ("Closing") shall take place at the downtown offices of Near North National Title LLC ("Title Company") within thirty (30) days after the Developer has satisfied all conditions precedent set forth in Section 9, unless DPD, in its sole discretion, waives such conditions, or on such date as the parties mutually agree upon in writing (the "Closing Date"). On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

SECTION 5. CONVEYANCE OF TITLE.

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

(a) the Redevelopment Plan for the Redevelopment Area;

(b) the standard exceptions in an ALTA title insurance policy;

(c) general real estate taxes and any special assessments or other taxes;

(d) all easements, encroachments, covenants and restrictions of record and not shown of record;

(e) such other title defects as may exist; and

(f) any and all exceptions caused by the acts of the Developer or its agents.

5.2 Recording Costs. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Land to the Developer.

SECTION 6. TITLE AND SURVEY.

6.1 The Developer acknowledges that the City has delivered to the Developer a commitment for an owner's policy of title insurance for the City Land, Commitment No. 8276481, with an effective date of June 20, 2005, issued by Chicago Title Insurance Company (the "Title Commitment"), showing the City in title to the City Land. The Developer 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 insurance, extended coverage or other endorsements it deems necessary. The Developer shall also be solely responsible for and shall pay all costs associated with obtaining any survey it deems necessary.

6.2 If necessary to clear title of exceptions for general real estate tax liens attributable to taxes due and payable prior to the Closing Date, the City shall submit to the county a tax abatement letter and/or file a motion to vacate a tax sale in the Circuit Court of Cook County, seeking the exemption or waiver of such pre-closing tax liabilities, but shall not have further duties with respect to any such taxes. If, after taking the foregoing actions, the City Land remains subject to any tax liens, or if the City Land is encumbered with any other exceptions that would adversely affect the use and insurability of the City Land for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the City Land subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City at least fourteen (14) days prior to the Closing Date, in which event the City shall return the Earnest Money and Performance Deposit to the Developer, 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

Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to all exceptions. The Developer shall be responsible for all taxes accruing after the Closing.

SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

The Developer shall apply for a demolition permit for the Building no later than September 1, 2007, unless DPD, in its sole discretion, extends such application date. The Developer shall deliver to the City all other building permits and governmental approvals necessary for each Phase of the Project prior to commencing construction of such Phase.

SECTION 8. PROJECT BUDGET AND PROOF OF FINANCING.

The total budget for the Project is currently estimated to be Nineteen Million Two Hundred Fifty Thousand and 00/100 Dollars ($19,250,000) (the "Preliminary Project Budget"). Prior to commencing construction on each Phase of the Project, the Developer shall submit to DPD for approval a final project budget for such Phase ("Budget") and evidence of funds adequate to finance the construction of such Phase ("Proof of Financing").

SECTION 9. CONDITIONS TO THE CITY'S OBLIGATION TO CLOSE.

The obligations of the City under this Agreement are contingent upon the delivery or satisfaction of each of the following items at least fourteen (14) days prior to the Closing Date, unless another time period is specified below:

9.1 Demolition Permit. The Developer shall deliver to the City evidence of application for a demolition permit pursuant to Section 7.1.

9.2 Insurance. The Developer shall deliver to the City evidence of insurance reasonably acceptable to the City. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the final Partial Certificate of Completion (as defined in Section 13 below). With respect to property insurance, the City will accept an ACORD 28 form. With respect to liability insurance, the City will accept an ACORD 25 form, together with a copy of the endorsement that is added to the Developer's policy showing the City as an additional insured.

9.3 Legal Opinion. The Developer shall deliver to the City a legal opinion in substantially the form attached hereto as Exhibit C.

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

9.5 Organization and Authority Documents. The Developer shall deliver to the City the Developer's articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; the by-laws of the Developer, as certified by the secretary of the Developer; resolutions authorizing the Developer to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; 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.

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

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

If any of the conditions in this Section 9 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, DPD may, at its option, terminate this Agreement by delivery of written notice to the Developer at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void, the City shall return the Earnest Money and Performance Deposit, and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. 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 10. CONSTRUCTION REQUIREMENTS.

10.1 Construction Plans. The Developer shall construct the Project on the Project Site in accordance with the site plan prepared by Eckenhoff Saunders Architects (the "Architect") attached hereto as Exhibit E, and the final plans and specifications to be prepared by the Architect (collectively, "Plans"). DPD shall approve the Plans for Phase I before the Developer applies for a demolition permit for the Building, and DPD shall approve the Plans for Phase II before the Developer applies for a building permit for the Academic Center. No material deviation from the Plans for either Phase may be made without the prior written approval of DPD.

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

10.3 City's Right to Inspect Project Site. For the period commencing on the Closing Date and continuing through the date the City issues the final Partial Certificate of Completion, any duly authorized representative of the City shall have access to the Project Site at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable federal, state and local statutes, laws, ordinances, codes, rules, regulations, orders and judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code of Chicago relating to waste disposal (collectively, "Laws").

10.4 Barricades and Signs. Promptly after the execution of this Agreement, the Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require identifying the Project Site as a City redevelopment project. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, which approval shall not be unreasonably withheld or delayed. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Project Site.

SECTION 11. 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 Construction and Permits ("DCAP") 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 Project Site, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Project Site or any part thereof.

SECTION 12. COMMENCEMENT AND COMPLETION OF PROJECT.

The Developer shall commence Phase I of the Project no later than July 1, 2008, and shall complete Phase I (as evidenced by the issuance of a Partial Certificate of Completion) no later than July 1, 2009. The Developer shall commence Phase II of the Project no later than March 1, 2010, and shall complete Phase II (as evidenced by the issuance of a Partial Certificate of Completion) no later than March 1, 2013; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates. The Developer shall give written notice to the City within five (5) days after it commences construction of each Phase. The Developer shall construct the Project in accordance with the Plans, Planned Development No. 894, the development parameters set forth in Section 14.3 below and all Laws and covenants and restrictions of record.

SECTION 13. PARTIAL CERTIFICATES OF COMPLETION.

The Developer shall request from the City a partial certificate of completion ("Partial Certificate of Completion") upon the completion of each Phase of the Project in accordance with this Agreement. Within forty-five (45) days after receipt of a written request by the Developer for a Partial Certificate of Completion, the City shall provide the Developer with either the Partial Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the relevant Phase in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Partial Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Partial Certificate of Completion upon compliance with the City's response. The Partial Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct such Phase. The Partial Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Upon recordation of the second Partial Certificate of Completion for the Project, the City shall return the Performance Deposit to the Developer.

SECTION 14. RESTRICTIONS ON USE.

The Developer agrees that it:

14.1 Shall devote the City Land to a use that complies with the Redevelopment Plan until the Redevelopment Plan expires.

14.2 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 Project Site or the Project or any part thereof.

14.3 Shall construct the Project in accordance with the Plans, Planned Development No. 894, all Laws and covenants and restrictions of record, and the following development parameters:

(a) In Phase I, the Developer shall demolish the Building (excluding the auditorium) and convert the historic Pickford Theater into a new performance space (the "Performing Arts Center"). The Developer shall construct the Performing Arts Center within the existing theater space, and shall preserve the steel-truss roof, the original movie screen wall, the proscenium arch, and as many of the surviving interior and exterior terra cotta details of the historic theater as possible. The Performing Arts Center shall be devoted primarily to the educational mission of the school, but shall also be available for use by local theater companies and the community.

(b) In Phase I, the Developer shall also construct approximately 7,000 square feet of ground floor retail space along 35th Street (the "Retail Space"), approximately 1,000 square feet of which the Developer shall use for its new computer and book store.

(c) In Phase II, the Developer shall construct a three-story, 100,000 square foot educational center (the "Academic Building") on the Project Site. The Academic Building shall contain classrooms, laboratories and school offices, and shall incorporate the Performing Arts Center and Retail Space.

(d) The Project shall be constructed with face brick and stone accents, and the main entrance shall be on South Michigan Avenue.

(e) The Project shall serve as a green building demonstration project in the Bronzeville community. A vegetated green roof shall cover a minimum of 25% of the Academic Building's roof, with Energy Star qualified roofing products covering the remaining area. The Developer shall register the Project with the U.S. Green Building Council and seek LEED (Leadership in Energy and Environmental Design) certification for the Project.

(f) The Developer shall construct a pedestrian bridge over South Michigan Avenue to connect the Academic Building to the Clark Building on the existing campus. The bridge shall be glass-sided and have at least 14.5 feet clearance above the street level. A vegetated green roof shall cover most of the bridge's roof, and skylights shall cover the remaining area.

(g) Any usage of the Project Site for any inherently religious activities, such as worship, religious instruction, or proselytization, shall be on a wholly voluntary basis, shall constitute a minor/de minimis usage of the Project Site when viewed in the context of the Project Site's entire usage, shall not afford the participants of any such inherently religious activities any preferential treatment, and shall be separable in time and place from the uses described in clauses (a), (b) and (c) above.

The Developer acknowledges and agrees that the use and development restrictions set forth in this Section 14 constitute material, bargained-for consideration for the City and are intended to further the public policy of redeveloping City-owned land into institutional and commercial uses, and that, but for such use and development restrictions, the City would not have agreed to convey the City Land to the Developer.

SECTION 15. PROHIBITION AGAINST SALE OR TRANSFER OF CITY LAND.

Prior to the issuance of the final Partial Certificate of Completion for the Project, the Developer 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 City Land or any part thereof or any interest therein or the Developer'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 Developer 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 Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (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 final Partial Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer.

SECTION 16. LIMITATION UPON ENCUMBRANCE OF CITY LAND.

Prior to the issuance of the final Partial Certificate of Completion for the Project, the Developer 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 City Land, except for the acquisition and construction financing approved pursuant to Section 8 hereof.

SECTION 17. MORTGAGEES NOT OBLIGATED TO CONSTRUCT.

Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, prior to recording any mortgage, shall execute a Subordination Agreement in the form of Exhibit D attached hereto. If any such mortgagee or its affiliate succeeds to the Developer's interest in the City Land prior to the issuance of the final Partial Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the City Land 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 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 12 (Commencement and Completion of Project), Section 14 (Restrictions on Use), Section 15 (Prohibition Against Transfer of City Land) and Section 16 (Limitation Upon Encumbrance of City Land) will be covenants running with the land, binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Sections 12, 14.2, 14.3, 15 and 16 shall terminate upon the issuance of the final Partial Certificate of Completion for the Project. The covenant contained in Section 14.1 shall terminate on the date the Redevelopment Plan expires.

SECTION 19. PERFORMANCE AND BREACH.

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

19.2 Permitted Delays. The Developer shall not be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable causes beyond the Developer's control and without the Developer's fault or negligence, including, without limitation, acts of God, acts of the public enemy, acts of the United States government, fires, floods, epidemics, quarantine restrictions, strikes, embargoes 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 Developer requests an extension in writing within twenty (20) days after the beginning of any such delay.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have sixty (60) 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 Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk to the Project or to persons using the Project). Notwithstanding the foregoing, no notice or cure period shall apply to defaults under Sections 19.4(c) and (e).

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

(a) The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) that is not true and correct.

(b) A petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing, which is not vacated, stayed or set aside within thirty (30) days after filing.

(c) The Developer fails to complete the Project in accordance with the time line outlined in Section 12 above, or the Developer abandons or substantially suspends construction of the Project.

(d) The Developer fails to pay real estate taxes or assessments affecting the City Land or any part thereof when due, or places thereon any encumbrance or lien unauthorized by this Agreement, or suffers or permits any levy or attachment, mechanic's, laborer's, material supplier's, or any other lien or encumbrance unauthorized by this Agreement to attach to the City Land unless bonded or insured over.

(e) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement.

(f) There is a material and adverse change in the Developer's financial condition or operations.

(g) The Developer fails to perform, keep or observe any of the other covenants, conditions, promises, agreements or obligations under this Agreement or any other written agreement entered into with the City with respect to the Project.

19.5 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 19.3 above, the City may terminate this Agreement, institute any action or proceeding at law or in equity against the Developer, or retain the Earnest Money and Performance Deposit as liquidated damages.

19.6 After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the final Partial Certificate of Completion for the Project, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including, without limitation, the right to re-enter and take possession of the City Land, terminate the estate conveyed to the Developer, and revest title to the City Land in the City (the "Right of Reverter"); provided, however, the City's Right of Reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement.

19.7 Resale of the City Land. Upon the revesting in the City of title to the City Land as provided in Section 19.6, the City may complete the Project or convey the City Land, subject to any first mortgage lien, to a qualified and financially responsible party reasonably acceptable to the first mortgagee, who shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD, and otherwise comply with the covenants that run with the land as specified in Section 18.

19.8 Disposition of Resale Proceeds. If the City sells the City Land as provided for in Section 19.7, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the City Land (less any income derived by the City from the City Land in connection with such management); and

(b) all unpaid taxes, assessments, and water and sewer charges assessed against the City Land; and

(c) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(d) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

(e) any other amounts owed to the City by the Developer.

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

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

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

SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (a) the failure of the Developer to perform its obligations under this Agreement; (b) the failure of the Developer or any contractor or other agent, entity or individual acting under the control or at the request of the Developer ("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 Developer or any Agent; (d) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (e) any activity undertaken by the Developer or any Agent on the Project Site 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 22. INSPECTION; CONDITION OF CITY LAND AT CLOSING.

22.1 "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 City Land or the suitability of the City Land for any purpose whatsoever, and the Developer agrees to accept the City Land in its "as is," "where is" and "with all faults" condition.

22.2 Right of Entry.

(a) The Developer's obligations hereunder are conditioned upon the Developer being satisfied with the condition of the City Land for the construction, development and operation of the Project. Upon the Developer's request, the City shall grant the Developer the right, at its sole cost and expense, to enter the City Land for a period of thirty (30) days (the "Inspection Period") pursuant to a Right of Entry Agreement in form and substance reasonably acceptable to the City to inspect the same, perform surveys, environmental assessments, soil and any other due diligence it deems necessary or desirable to satisfy itself as to the condition of the City Land.

(b) If the Developer determines that it is not satisfied, in its sole discretion, with the condition of the City Land, the Developer may terminate this Agreement by written notice to the City within thirty (30) days after the expiration of the Inspection Period, whereupon the City shall return the Earnest Money and Performance Deposit to the Developer and this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2, the Developer shall be deemed satisfied with the condition of the City Land.

22.3 Indemnity. The Developer hereby waives and releases, and indemnifies the City from and against, any claims and liabilities relating to or arising from the structural, physical or environmental condition of the City Land, including, without limitation, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the City Land prior to the Closing, including, without limitation, liabilities arising under CERCLA. The Developer hereby acknowledges that, in purchasing the City Land, the Developer 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 Developer shall perform such studies and investigations, conduct such tests and surveys, and engage such specialists as the Developer deems appropriate to evaluate fairly the structural, physical and environmental condition and risks of the City Land. If, after the Closing, the structural, physical and environmental condition of the City Land is not in all respects entirely suitable for its intended use, it shall be the Developer's sole responsibility and obligation to take such action as is necessary to put the City Land in a condition which is suitable for its intended use. The provisions of this Section 22.3 shall survive the Closing.

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate of the Developer operating on the Project Site (collectively, the "Employers" and individually, an "Employer") to agree, that with respect

to the provision of services in connection with the construction of the Project or occupation of the Project Site:

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

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

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

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

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

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

23.2 City Resident Employment Requirement.

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

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

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

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

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

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

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

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

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

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

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

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of

the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least 24% of the aggregate hard construction costs, as set forth in Exhibit F hereto (the "MBE/WBE Budget") shall be expended for contract participation by minority-owned businesses and at least 4% of the MBE/WBE Budget shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

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

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

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

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

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

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

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

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Prior to commencing any construction work (including, without limitation, site clearance and preservation work), the Developer and the Developer's general contractor and all major subcontractors shall meet with DOH monitoring staff regarding compliance with all MBE/WBE, city residency hiring and other requirements set forth in this Section 23. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements; (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying

with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the general contractor, or (z) seek any other remedies against the Developer available at law or in equity.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

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

(a) The Developer is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the City Land, and the person signing this Agreement on behalf of the Developer has the authority to do so.

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

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

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

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

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

24.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 24 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects at all times thereafter, except with respect to matters which have been disclosed in writing and approved by the other party.

SECTION 25. NOTICES.

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

If to the City:	City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn: Randall Butts
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Suite 610 Chicago, Illinois 60602 Attn: Lisa Misher
If to the Developer:	De La Salle Institute 3455 South Wabash Avenue Chicago, Illinois 60616 Attn: Brother Michael Quirk, FSC
With a copy to:	Dennis Aukstik Daley & George, L.L.P. 20 S. Clark Street, Suite 400 Chicago, Il 60603

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept

delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

SECTION 26. BUSINESS RELATIONSHIPS.

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

SECTION 27. PATRIOT ACT CERTIFICATION.

The Developer represents and warrants that neither the Developer nor any Affiliate (as hereafter defined) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used in this Section 27, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

SECTION 28. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER NO. 05-1.

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

classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to February 10, 2005, the effective date of Executive Order 2005-1.

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

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

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

28.5 Notwithstanding anything to the contrary contained herein, the Developer 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. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

28.7 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 Developer is a party that is (i) formed under the authority of Chapter 2-92 of the

Municipal Code of Chicago; (ii) entered into for the purchase or 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 of Chicago, as amended.

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

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

(ii) neither party is married; and

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

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

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

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

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

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

(A) joint ownership of a motor vehicle;
(B) joint credit account;
(C) a joint checking account;
(D) a 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 of Chicago, as amended.

SECTION 29. MISCELLANEOUS.

The following general provisions govern this Agreement:

29.1 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.

29.2 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.

29.3 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.

29.4 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.

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

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

29.7 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.

29.8 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.

29.9 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, 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.

29.10 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.

29.11 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.

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

CITY OF CHICAGO, an Illinois municipal corporation

By:_____
Lori T. Healey
Commissioner of Planning and Development

DE LA SALLE INSTITUTE, an Illinois not-for-profit corporation

By:_____
Brother Michael Quirk, FSC
Its President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my notarial seal this ____ day of _____, 2007.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Brother Michael Quirk, FSC, personally known to me to be the President of De La Salle Institute, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said not-for-profit corporation, as his free and voluntary act and as the free and voluntary act and deed of said not-for-profit corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2007.

_____
NOTARY PUBLIC

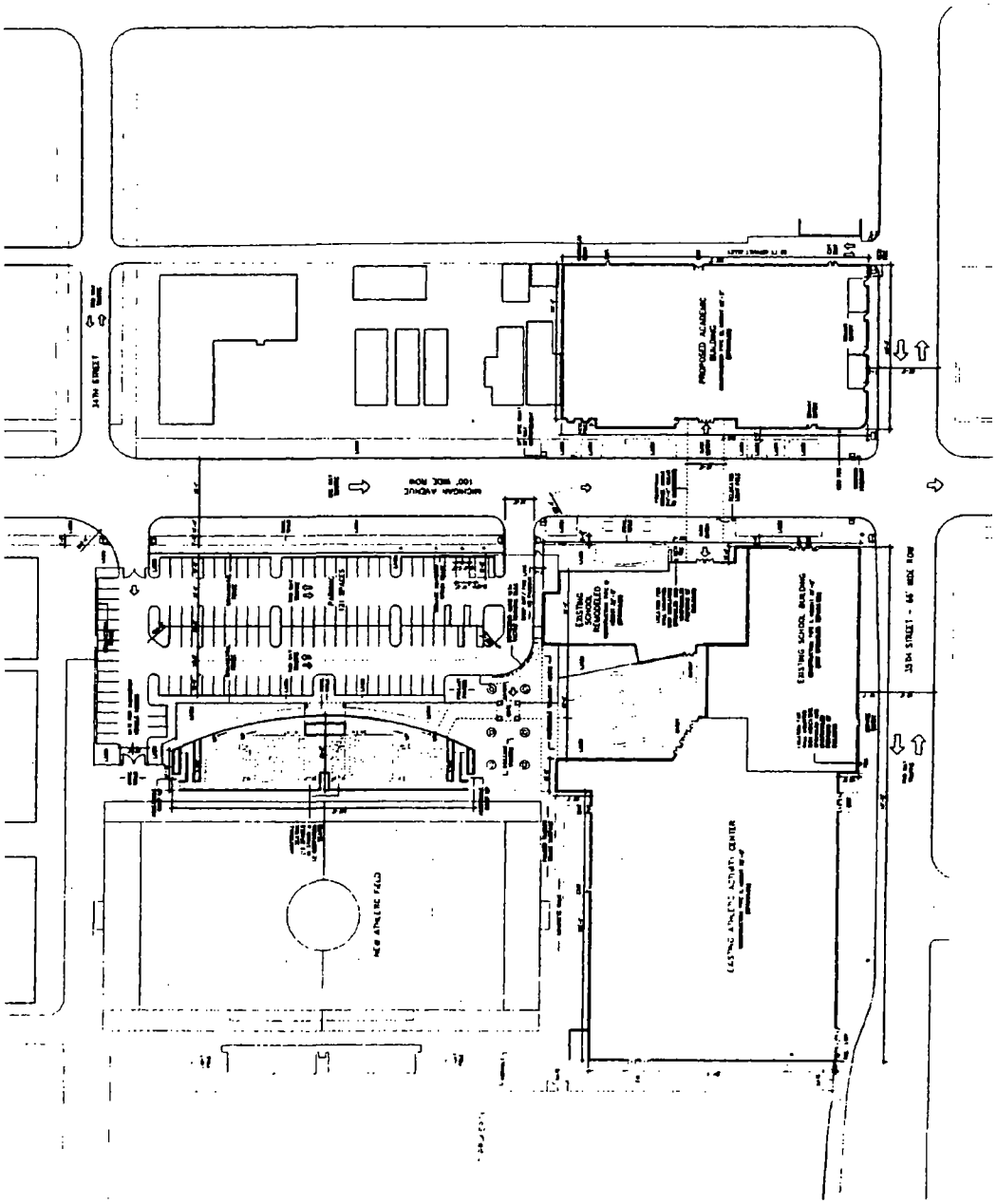
[(Sub)Exhibits "B", "C", "D" and "F" referred to in this Agreement with De La Salle Institute for Sale and Redevelopment of Land unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Agreement with De La Salle Institute for Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance and printed on page 104797 of this *Journal*.]

[(Sub)Exhibit "E" referred to in this Agreement with De La Salle Institute for Sale and Redevelopment of Land printed on page 104825 of this *Journal*.]

(Sub)Exhibit "E".
(To Agreement With De La Salle For Sale And Redevelopment Of Land)

Site Plan.



SELECTION OF NEW BIRTH-PBI PARTNERSHIP AS PROJECT DEVELOPER AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT AND WAIVER OF CERTAIN FEES FOR PROPERTY WITHIN ENGLEWOOD COMMUNITY AREA UNDER NEW HOMES FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the sale of property pursuant to the New Homes for Chicago Program to New Birth-PBI Partnership, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City ("City Council"), by ordinance first adopted June 7, 1990 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 17038 -- 17045, as most recently amended and restated by that certain ordinance adopted April 26, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 75201 -- 75212, established the New Homes for Chicago Program ("New Homes Program") to assist with the construction and rehabilitation of new single-family housing and two-flat buildings which shall be affordable to many families; and

WHEREAS, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the construction and rehabilitation of new single-family homes, including single-family detached homes, townhomes, and condominium units in multi-family buildings ("Single-Family Homes"), two-flat buildings ("Two-Flat Buildings") on either privately owned lots ("Private Lots") or lots to be provided by the City; and

WHEREAS, The Department has recommended the selection of New Birth/PBI Partnership, an Illinois general partnership (together with any single purpose entity owned and controlled by New Birth/PBI Partnership, the "Developer"), to participate as a developer under the New Homes Program, subject to this ordinance and the guidelines and restrictions of the New Homes Program; and

WHEREAS, Pursuant to the New Homes Program, the City may provide a subsidy from corporate funds or other legally available funds to cover certain costs associated with the construction and rehabilitation and eligible homebuyers' purchase of the Single-Family Homes or Two-Flat Buildings (the "Purchase Price Subsidy"), and in addition, may grant waivers of City fees and deposits related to new construction and rehabilitation work, and may also expend up to One Hundred Forty-five Thousand Dollars ($145,000) in City general obligation bond proceeds or other legally available funds to complete certain perimeter site improvement work, ("Perimeter Site Improvement Work") if the City determines that such Perimeter Site

Improvement Work is necessary, and subject to the availability of such bond proceeds or other legally available funds; and

WHEREAS, Pursuant to the New Homes Program, the City may also, subject to the availability of such funds, provide a homebuyer subsidy ("Additional Purchase Price Subsidy") derived from HOME Investment Partnerships Program grant funds, pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq. (1992) and the regulations promulgated thereto in 24 C.F.R. Part 92 ("HOME Funds"); and

WHEREAS, Pursuant to the New Homes Program, the City may also, subject to the availability of funds, provide a homebuyer subsidy ("DDA Purchase Price Subsidy") derived from funds on deposit in the Affordable Housing Opportunity Fund or other legally available funds; and

WHEREAS, The Department recommends to the City Council that the Developer be selected to participate in the New Homes Program as a Developer; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The following proposal for construction of Single-Family Homes and Two-Flat Buildings under the New Homes Program is hereby approved (such proposal, the "Project"):

Developer:	New Birth-PBI Partnership, an Illinois general partnership, or a single-purpose entity owned and controlled by such general partnership or its general partners.
Aggregate Number of Homes:	Up to twenty-six (26) Single-Family Homes and up to three (3) Two-Flat Buildings.
Location:	Englewood community area.
Amount of Purchase Price Subsidy:	Not to exceed Ten Thousand Dollars ($10,000) for each Single-Family Home or Thirty Thousand Dollars ($30,000) for each Two-Flat Building for eligible homebuyers up to one hundred percent (100%) of the Chicago Primary Metropolitan Statistical

	Area Median Income ("A.M.I.") for Single-Family Homes and up to one hundred twenty percent (120%) of the A.M.I. for Two-Flat Buildings, or Three Hundred Fifty Thousand Dollars ($350,000) in the aggregate.
Amount of Additional Purchase Price Subsidy:	Not to exceed Thirty Thousand Dollars ($30,000) for each Single-Family Home for eligible homebuyers up to sixty percent (60%) of the A.M.I. and not to exceed Twenty Thousand Dollars ($20,000) for each Single-Family Home for eligible homebuyers above sixty percent (60%) and up to eighty percent (80%) or Seven Hundred Eighty Thousand Dollars ($780,000) in the aggregate.
Amount of DDA Purchase Price Subsidy:	Not to exceed Five Hundred Thousand Dollars ($500,000) in the aggregate, or Twenty Thousand Dollars ($20,000) for each Single-Family Home or Two-Flat Building.
Aggregate Purchase Price Subsidy, Additional Purchase Price Subsidy, and DDA Purchase Price Subsidy:	Not to exceed One Million Six Hundred Thirty Thousand Dollars ($1,630,000).

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer in substantially the form of Exhibit A attached hereto (the "Redevelopment Agreement"), and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new Single-Family Homes and Two-Flat Buildings by Developer pursuant to the New Homes Program.

SECTION 3. The new homes shall be constructed on the City-owned lots presently owned by the City and to be conveyed to Developer as provided by the New Homes Program, all as more fully described on Exhibit B attached hereto (such

City-owned lots, the "City Lots"). In conjunction with the construction by Developer of the new homes described herein, the City: (a) shall waive those certain fees and deposits as more fully described in Exhibit C attached hereto with respect to all homes constructed and, in addition, shall deem all such homes to qualify as "Affordable Housing" for purposes of Section 16-18 of the Municipal Code of Chicago; (b) may expend City general obligation bond proceeds or other legally available funds to complete Perimeter Site Improvement Work if the City, in its sole discretion, determines that such Perimeter Site Improvement Work is necessary to the construction of such new homes, and subject to the availability of such bond proceeds or other legally available funds.

SECTION 4. Except for any market rate homes permitted under the Redevelopment Agreement, all of the Single-Family Homes and Two-Flat Buildings to be constructed by Developer pursuant to this ordinance must be developed and sold to homebuyers meeting the income eligibility requirements of the New Homes Program for a base sales price not to exceed One Hundred Ninety-Five Thousand Dollars ($195,000) (for a Single-Family Home) and Two Hundred Sixty-Five Thousand Dollars ($265,000) (for a Two-Flat Building) and must otherwise be developed and sold in conformance with the New Homes Program.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in accordance with the schedule contained in the Redevelopment Agreement. The Department of General Services is also authorized to execute a right of entry in excess of thirty (30) days but otherwise in its customary form granting the Developer the right to place a trailer on one (1) of the City Lots for purposes of housing an on-site construction office for no consideration in order to assist in the development of the project.

SECTION 6. The Department of Zoning of the City is hereby authorized to permit any administrative reduction or waiver of any required yard restriction concerning the City Lots to the extent such administrative relief is permitted under the Zoning Ordinance of the City, which may be redeveloped by Developer pursuant to the New Homes Program.

SECTION 7. The Commissioner of D.O.H. shall have discretion to modify the terms of this ordinance, the Redevelopment Agreement and the generally applicable New Homes Program requirements in the event that the Commissioner and the Developer mutually agree that the homes constructed pursuant to the Developer's project should be conveyed to homebuyers pursuant to the City's city-wide community land trust initiative ("C.L.T. Initiative"), as described in the program

ordinance approved by the City Council on January 11, 2006, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 67997 through 68024. In adapting the terms of this ordinance and the generally applicable New Homes Program requirements for use in such C.L.T. Initiative, the City may, with the Developer's mutual agreement: (a) in lieu of conveying the City Lots to the Developer in fee simple, convey such City Lots to the Chicago C.L.T. (as defined in the C.L.T. Program Ordinance), which shall then lease such City Lots to the Developer under a long-term lease in form and substance acceptable to the C.L.T., the City and the Developer, and cause the Developer, upon completion of construction of a home, to assign its interest under such lease and sell the completed home to the homebuyer; (b) as an alternative to (a), convey the City Lots to the Developer in fee simple, and then cause the Developer, upon completion of construction of the required home(s) and prior to each such lot's conveyance, to record against such lot an affordable housing restrictive covenant and agreement in form and substance acceptable to the C.L.T. and the City, imposing covenants running with the land that shall be binding upon the initial homebuyer and such homebuyer's successors and assigns; (c) eliminate or otherwise modify the New Homes Program recapture provisions if necessary to assure the long-term affordability of such homes, consistent with the C.L.T. Program Ordinance objectives; and (d) make such other modifications as may be necessary or appropriate to further such C.L.T. Program Ordinance objectives.

SECTION 8. 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 9. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. Given the applicable restrictions with respect to maximum sales price and maximum income for the purchasers of New Homes Program and under this ordinance, Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Project or the City Lots or the Private Lots.

SECTION 10. This ordinance shall take effect immediately upon its passage and approval.

Exhibits "A", "B" and "C" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Redevelopment Agreement
New Homes For Chicago Program
New Birth-PBI Partnership.

This Agreement ("Agreement"), dated as of _____, 2007 is made by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Housing ("DOH") and New Birth - PBI Partnership, an Illinois general partnership, having its principal office at c/o Park Bank Initiatives, 1000 E. 111th Street, Chicago, Illinois 60628 ("Developer"). Capitalized terms not otherwise defined herein shall have the meaning given in the Definitions Section.

RECITALS

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The City Council of the City, by Ordinance first adopted June 7, 1990 and published in the Journal of Proceedings of the City Council ("J.O.P.") for such date at pages 17038-17045, and most recently amended and restated April 26, 2006 and published in the J.O.P. for such date at pages 75201-75212, has established the New Homes for Chicago Program (as amended, the "New Homes Program") to assist with the construction of affordable, new, high-quality, owner-occupied housing.

C. Developer has previously submitted an application package to DOH describing its proposal for participation in the New Homes Program by constructing single family housing in the Englewood neighborhood.

D. Based in part on the representations and proposals contained in Developer's application package, the City Council of the City, by Ordinance adopted _____, 2007 and published in the J.O.P. for such date at pages _____ (the "Project Ordinance"), approved the selection of Developer for participation in the New Homes Program and approved the allocation of the subsidies described in Section 4.5(b) to subsidize certain development costs associated with the Project and homebuyers' purchase of Homes.

E. Developer, subject to the terms of the Agreement, shall construct up to twenty-six (26) single family homes ("Single Family Home(s)") and three (3) two-flat buildings ("Two-Flat Buildings", and, together with the Single Family Homes, the "Homes"). All Homes (excluding the MR-Homes) must be sold to homebuyers meeting the income eligibility requirements of the New Homes Program for a base sales price not to exceed One Hundred Ninety-Five Thousand Dollars ($195,000) for Single Family Homes and Two Hundred Sixty-Five Thousand Dollars ($265,000) for Two-Flat Buildings and must otherwise be developed and sold in conformance with the New Homes Program and this Agreement (the "Project").

F. The Homes shall be constructed on the parcels presently owned by the City ("City Lots") and listed on Exhibit A attached hereto. Exhibit A also sets forth the fair market value of the City Lots for purpose of Section 4.5(b)(1) below. Certain of the City Lots are located within the boundaries of the Englewood Tax Increment Financing Redevelopment Project Area (the "Area"). The development of such City Lots shall be in accordance with all laws, rules and regulations concerning tax increment financing, including, without limitation, Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 74.4 1 et seq., as amended from time to time. The City Lots are legally described on Exhibit B attached hereto.

G. City Lots with a fair market value of Fifty Thousand Dollars ($50,000) or less may be conveyed by the City to Developer for the sum of One Dollar ($1.00) per City Lot. City Lots with a fair market value in excess of Fifty Thousand Dollars ($50,000) may also be conveyed by the City to Developer in accordance with the procedures described in Section 4.5(b)(1) below. Furthermore, Developer shall also receive waivers of certain City fees and deposits relating to new construction of Homes as described on Exhibit C attached hereto with respect to all Lots (including the Lots on which MR-Homes are constructed).

H. In connection with the development and sale of the Homes, (excluding the MR-Homes), and subject to the terms of this Agreement, the City shall also make available, at the time of the sale of a Home to a homebuyer, the subsidies described in Section 4.5(b), provided, however, that the maximum aggregate subsidies to be made available pursuant to the Agreement shall not exceed the amount set forth therein.

I. Up to the lesser of (i) twenty percent (20%), or (ii) six (6) (if all thirty (30) Homes are constructed) of the Homes which may be constructed by the Developer pursuant to this Agreement may be sold as MR-Homes.

J. Developer and the City acknowledge that the implementation of the policies and provisions described in the Agreement will be of mutual benefit to the Developer and the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

DEFINITIONS

The following terms shall have the meaning set forth below:

Additional Land Value Lien Amount: Shall have the meaning given in Section 4.5(b)(1).

Affidavits: Those certain affidavits executed by Developer at time of submission of the Project Ordinance, as re-certified to the City, consisting of an economic disclosure statement and affidavit as required by the City in connection with the New Homes Program.

Agreement: Shall have the meaning given in the preamble.

AMI: the Chicago Primary Metropolitan Statistical Area Median income, as determined by DOH.

Budget: Shall have the meaning given in Section 4.5(a).

Certificate: Shall have the meaning given in Section 4.8.

City: Shall have the meaning given in the preamble.

City Junior Mortgage: Shall have the meaning given in Section 4.5(b)(2).

City Lots: Shall have the meaning given in Recital F.

Commissioner: The Commissioner of DOH.

Conditional Certificate: Shall have the meaning given in Section 4.5(e)(ii).

Construction Lender: Shall have the meaning given in Section 4.5(a).

Construction Loan: Shall have the meaning given in Section 4.5(a).

DDA Purchase Price Subsidy: Shall have the meaning set forth in Section 4.5(b)(4).

Deed: Shall have the meaning given in Section 3.1.

Developer: Shall have the meaning given in the preamble, and shall also include the Developer's successors and assigns, as permitted under this Agreement.

DOH: Shall have the meaning given in the preamble.

Escrow: Shall have the meaning given in Section 4.5(c).

Escrow Agreement: Shall have the meaning given in Section 4.5(c).

Escrowee: Shall have the meaning given in Section 4.5(c).

Event of Default: Shall have the meaning given in Section 6.3(b).

Final Certificate: Shall have the meaning given in Section 4.5(e).

Financing: Shall have the meaning given in Section 4.5(a).

First Mortgage: Shall have the meaning given in Section 4.5(a).

First Mortgage Note: Shall have the meaning given in Section 4.5(a).

Home(s): Shall have the meaning given in Recital E.

HOME Homebuyer: Shall have the meaning given in Section 4.5(b)(3).

HOME Additional Purchase Price Subsidy: Shall have the meaning given in Section 4.5(b)(3).

HOME Regulations: Shall have the meaning given in Section 4.5(b)(3).

New Homes Program: Shall have the meaning given in Recital B.

NHFC Account: Shall have the meaning given in Section 3.2.

Inspector: Shall have the meaning given in Section 4.5(d).

Land Value Lien: Shall have the meaning given in Section 4.5(b)(1).

Land Value Lien Amount: Shall have the meaning given in Section 4.5(b)(1).

Lot: A City Lot.

MR-Homes: Shall mean Homes to be developed and constructed by the Developer as part of the Project that may be sold to homebuyers at a market rate sales price to households that may not meet the eligibility requirements of the New Homes Program.

P.M.S.A.: The Chicago Primary Metropolitan Statistical Area.

Project: Shall have the meaning given in Recital E.

Project Ordinance: Shall have the meaning given in Recital D.

Purchase Price Subsidy: shall have the meaning given in Section 4.5(b)(2).

Recorder's Office: Shall have the meaning given in Section 3.6.

Schedule: Shall have the meaning given in Section 4.1.

Single Family Home(s): Shall have the meaning given in Recital F.

Title Company: That certain title company selected by Developer and the City pursuant to the terms of the Agreement.

Two-Flat Buildings: Shall have the meaning given in Recital E.

Working Drawings and Specifications: The final working drawings and specifications prepared for Developer with regard to the construction of the Homes, a list of which is attached hereto as Exhibit D.

SECTION I
INCORPORATION OF RECITALS AND DEFINITIONS

The recitations and definitions set forth above constitute an integral part of the 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 II
COVENANTS, REPRESENTATIONS AND WARRANTIES

2.1 Covenants, Representations and Warranties of Developer. To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby covenants, represents and warrants to the City as follows:

(a) Developer is a duly organized and existing general partnership in good standing or existence under the laws of the State of Illinois. Developer agrees that its partnership agreement insomuch as it affects the performance of Developer pursuant to the terms of this Agreement, shall not be modified or amended without the express written consent of the DOH.

(b) No litigation or proceedings are pending, or are threatened against Developer, or any party affiliated with Developer, which could: (i) adversely affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement; or (ii) adversely materially affect the operation or financial condition of Developer.

(c) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any party affiliated with Developer is a party or may be bound or affected, or a violation of any law, regulation or court order which currently affects the Project, any part thereof, any interest therein or the use thereof.

(d) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and to cause Developer to perform the terms and obligations contained herein.

(e) The construction of the Homes and the development of the Project pursuant to the terms of this Agreement will not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting any Lot or any part thereof.

(f) Except as otherwise provided in the Agreement, Developer shall not, without the prior written consent of the DOH, which the DOH may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon any Lot or any portion thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims); (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting any Lot or any portion thereof; or (iii) enter into any transaction not in the ordinary course of business of Developer which materially or adversely affects Developer's ability to perform its obligations under the terms of the Agreement.

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

(h) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-020 of the Municipal Code of Chicago.

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

(j) Neither Developer 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 law, rule, regulation, order or judgment: The Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used herein, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(k) Developer has agreed to comply with the terms of: (1) those certain covenants described in Section V below; (2) the Affidavits; and (3) the employment obligations described in section VII below.

(l) Developer shall at all times prior to the issuance of a Final Certificate carry and maintain the insurance coverages and amounts described on Exhibit E.

2.2 Representations and Warranties of the City. To induce Developer to execute the Agreement and perform its obligations hereunder, the City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois and the Project Ordinance to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.

2.3 Survival of Covenants, Representations and Warranties. Developer agrees that all of its covenants, representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement are true as of the execution date of the Agreement and will be true in all material respects at all times hereafter, except with respect to matters which from time to time are or have been disclosed in writing to and approved by the other party.

SECTION III
CONVEYANCE OF THE CITY LOTS

3.1 Form of Deed. The City shall convey to Developer fee simple title to each City Lot (upon the request of Developer pursuant to the terms of the Agreement) by quitclaim deed substantially in the form attached hereto as Exhibit F ("Deed"). The conveyance and title of each City Lot, in addition to the provisions of the Agreement, shall, without limiting the quitclaim nature of the Deed, be subject to the following ("Permitted Exceptions"):

1. Covenants and restrictions set forth in the Deed.
2. Schedule B exceptions in the title policy described in Section 3.3.

3. General real estate taxes.
4. Easements of record and not shown of record.
5. Such defects which cannot reasonably be cured but will not affect the use, marketability and insurability of the City Lots.
6. Title objections caused by Developer.
7. The Land Value Lien, this Agreement and the right of reverter retained in this Agreement.

In addition, each City Lot shall be conveyed to Developer with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of Developer, at its sole expense, to investigate and determine the soil and environmental condition existing in each City Lot. At the City's request, such investigation shall at the minimum consist of a Phase I environmental assessment and a soil test or, in the alternative, an engineering test subsequent to excavation of the City Lot. If the soil conditions are not in all respects entirely suitable for construction of a Home, then it shall be the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil and environmental condition of each City Lot in a condition entirely suitable for such intended use. If Developer's soil or environmental testing reveals soil conditions or environmental contamination and Developer is able to demonstrate, to the reasonable satisfaction of the DOH, that the cost of any corrective action or environmental clean-up of the City Lot will cause the ceiling base price for the proposed Single Family Home to exceed the sum of $195,000 or the ceiling base price of a Two Flat Building to exceed the sum of $265,000 (before taking into account any Purchase Price Subsidy, HOME Purchase Price Subsidy and DDA Purchase Price Subsidy contemplated under this Agreement), then: (a) if such soil testing occurs before the conveyance of the City Lot, said City Lot shall not be conveyed to Developer; or (b) if such soil testing occurs after the conveyance of the City Lot, Developer may re-convey said City Lot to the City. Concurrent with any said reconveyance, Developer agrees to: (a) restore the City Lot to its condition immediately prior to the commencement of any testing conducted by or on behalf of Developer (said obligation to restore the City Lot does not include any requirement of Developer to undertake any landscaping of the City Lot), and (b) provide the City with copies of any and all soil and environmental reports prepared on behalf of Developer with regard to the City Lot. If any City Lot is re-conveyed by Developer to the City in accordance with the terms of this Section 3.1, the City shall be under no obligation to remedy the soil or environmental condition of the City Lot, and such reconveyance shall be for One Dollar ($1.00).

3.2 Conveyance of the City Lots. Before the City shall deliver a Deed to Developer for any City Lot, and before any construction may commence on any Lot, DOH shall have reviewed and approved the following closing deliveries (fully executed and acknowledged, where applicable), each of which, unless waived in writing by DOH, shall be a condition precedent to the City's obligation to deliver any Deed:

(a) Working Drawings and Specifications for each model of Home to be constructed (as described in Section 4.2 below);
(b) Developer's Budget;

(c) Developer's Financing;
(d) the building permit received by the Developer with regard to the construction of the Home on the Lot;
(e) this Agreement, which shall constitute the Land Value Lien instrument securing the Land Value Lien Amount and any Additional Land Value Lien Amount (City Lots only);
(f) a certified copy of the contract between Developer and its general contractor, and all executed contracts covering the completion of the Project from the major subcontractors, if available;
(g) the condition of title with regard to the Lot;
(h) a final plat of survey for the Lot certified by a licensed engineer showing all easements, encroachments and containing a legal description of the Lot;
(i) a certificate of good standing or existence for the Developer from the State of Illinois, a certificate of incumbency identifying Developer's current officers and including specimen signatures, copy of the Developer's partnership agreement and consents authorizing the Developer's performance of its obligations under this Agreement;
(j) Internal Revenue Service taxpayer identification numbers;
(k) originals of the Construction Loan documents or evidence of Financing acceptable to the DOH;
(l) Developer's written request for the conveyance of the specified City Lot(s);
(m) such transfer tax declarations, ALTA statements and similar customary transaction documents as may be necessary to consummate the conveyance;
(n) the Escrow Agreement; and
(o) where appropriate, as decided by DOH and the Developer, a plat of subdivision of the City Lots.

The Escrowee shall also have received the following documents submitted by the City (if required by the Escrowee): (a) one copy of this Agreement; and (b) a certified copy of the Project Ordinance Subject to the Developer's satisfaction of the conditions precedent described above in Section 3.2(a) through (n) above, the City shall deliver to the Escrowee the Deed, and, if applicable, a check for the City's initial deposit (if any) of the Purchase Price Subsidy, which shall be deposited in a separate Escrow subaccount subject to the City's sole control (the "NHFC Account"). The City shall thereafter deposit the balance of Purchase Price Subsidy funds, any HOME Additional Purchase Price Subsidy funds and any DDA Purchase Price Subsidy funds on a mutually-agreed upon schedule.

If the conditions described in this Section 3.2 (a) through (n) are not achieved by Developer for the construction of the first Home in the Project within three (3) months of the execution date of this Agreement (except in the instance of the occurrence of any Permitted Delay described in Section 6.2 below), then the Agreement, at the option of the City, shall become null and void and the City shall be under no further obligation to Developer. The City shall have no obligation to

convey any further City Lots or provide any subsidies pursuant to this Agreement after the date that is twenty-four (24) months after the date of the approval of this Agreement by the City Council of the City, provided, however, that the Commissioner of DOH may, in the Commissioner's sole discretion, extend such twenty-four (24) month period one time for a period of up to eighteen (18) additional months.

3.3 Title Insurance. Upon the conveyance of each City Lot, the Developer shall obtain at the Developer's sole expense, title insurance from the Title Company, consisting of an Owner's Policy ALTA form B (1987), dated as of the date of conveyance, insuring the title of Developer with regard to the City Lot, subject only to the reservations and exceptions provided in this Section 3 and such endorsements as it may require. The City agrees to use reasonable efforts to assist Developer in obtaining said endorsements.

3.4 Real Estate Taxes. The City shall take all appropriate steps to secure the exemption or waiver of general real estate taxes due and payable prior to the date of recording of the Deed to the extent such an exemption or waiver may be obtained through the City's preparation of a so-called "216(e) Letter" or the filing to vacate a tax sale in error. If general real estate taxes attributable to the period of the City's ownership first appear after a conveyance of the City Lots to the Developer, the City shall cooperate with the Developer by taking the actions described in the preceding sentence, but in no event shall the City be required to pay any such real estate taxes. If any general real estate taxes for a City Lot cannot be so cleared, the City shall be under no further obligation and the Developer may either elect to close and accept conveyance of the City Lot subject to such general real estate taxes or decline to accept such City Lot. Developer shall also be responsible for payment of all real estate taxes payable after the recording of said Deed.

3.5 No Substitution of Lots. If the City cannot clear tax liens or other exceptions to title in a manner suitable for purposes of the Agreement, or Developer's investigation of the soil and environmental condition leads Developer to refuse the conveyance of said Lots (or to re-convey said City Lots to the City) then the City shall have no duty to provide substitute lots for development under this Agreement. Moreover, under no circumstances, shall the City be compelled by Developer, with regard to any City Lot, to remedy any tax lien, title exception, or soil or environmental condition described in this Section 3.

3.6 Recordation of Deed. The Developer shall promptly file each Deed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") and pay all recording costs.

SECTION IV
THE CONSTRUCTION OF THE PROJECT

4.1 Schedule of Construction Progress. Developer shall construct the Homes on the Lots in accordance with that certain construction timetable schedule dated as of _____,

2007 ("Schedule"), prepared by Developer, approved by the DOH, and attached hereto as Exhibit G. The Schedule represents an estimate of the number of Homes to be completed by Developer by the expiration of certain time periods within the twenty-four (24) month time frame for commencement and completion of the Project as described further in Section 4.7 below. If Developer's construction of Homes falls short of its completion obligations under the Schedule, certain of the City Lots (and the corresponding amount of subsidies allocated to the Project pursuant to Section 4.5(b)) may be released from the terms of this Agreement and thereafter may be made available to the City for alternative redevelopment plans.

Developer covenants that the Homes shall be constructed in accordance with the Working Drawings and Specifications. Upon completion of the construction of each Home, the City shall issue to Developer the Certificate pursuant to Section 4.8.

4.2 Working Drawings and Specifications. The preliminary Working Drawings and Specifications dated _____, 2007, containing the preliminary plans and drawings with regard to the construction of each model of Home, are approved by the DOH and listed on Exhibit D attached hereto. Within thirty (30) days of the execution date of the Agreement, Developer shall submit to the DOH for its approval Developer's proposed final Working Drawings and Specifications with regard to each model of Home. The DOH shall have thirty (30) days within which to approve or reject said drawings and specifications. If the DOH rejects the Working Drawings and Specifications, Developer shall have sixty (60) days in order to correct such documents and resubmit them to the DOH for its approval. The DOH shall thereafter have thirty (30) days within which to approve or reject the corrected documents. Upon the approval of the DOH, said Working Drawings and Specifications shall constitute the final Working Drawings and Specifications.

If, after executing this Agreement, the Developer desires to construct a different type of model Home than that reflected in the Working Drawings and Specifications listed on Exhibit D attached hereto, Developer shall submit to the DOH Working Drawings and Specifications for said model. The DOH shall have thirty (30) days within which to approve or reject said Working Drawings and Specifications. If the DOH rejects the Working Drawings and Specifications, Developer shall have sixty (60) days in order to correct such documents and resubmit them to the DOH for approval. Upon the approval of the DOH, said Working Drawings and Specifications shall constitute final Working Drawings and Specifications.

The Working Drawings and Specifications shall conform to the terms of the Agreement, the New Homes Program, and all applicable federal, state and local laws, ordinances and regulations, including, without limitation, the Zoning Ordinance of the City of Chicago, Title 17, Municipal Code of Chicago, the current edition of the Model Energy Code published by the Council of American Building Officials, and the housing quality standards contained in 24 C.F.R. Section 882.109.

Any material amendment to the Working Drawings and Specifications must be submitted to the DOH for its approval, which approval shall not be unreasonably withheld or delayed.

4.3 Preparation of the Lots; General Requirements. Developer and the City acknowledge that some of the Lots may have "atypical" conditions (sunken lot and other site elevation problems, ingress and egress problems, parking problems, and/or issues concerning the location of the Homes vis-a-vis existing buildings located on the parcels adjacent to the Lots) which dictate that special consideration should be given to the construction of Homes on such Lots. These "atypical" conditions do not include matters which are routinely considered by the City's Department of Buildings with regard to the issuance of building permits. Accordingly, prior to the commencement of construction of the Project, a representative of Developer and the DOH shall conduct a site visit of each of the Lots listed on Exhibit A to determine if any special, "atypical" conditions exist. Those lots shall be deemed as "Special Lots" for purposes of the Agreement.

Prior to the commencement of construction by Developer on any Special Lot, the DOH must approve a site-specific, final plat of survey (including grading elevations) identifying the proposed location of the model type, showing the resolution of any elevation, ingress/egress, parking and location issues. Subject to the limitations in Section 4.5(b), the City may provide the assistance described therein to remedy such atypical conditions.

In addition, prior to the commencement of construction on any of the Lots, the environmental effect of the development and construction of the Project must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and implementing regulations contained in 24 C.F.R. Parts 50 and 58. In such regard, the City may grant to Developer a right of entry to the City Lots for the purpose of allowing Developer's architects and engineers to inspect each City Lot and to investigate the soil and environmental condition existing in each City Lot.

Construction and development of any of the Homes shall be in accordance with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821 et seq, and the corresponding regulations contained in 24 C.F.R. Part 35. In addition, Developer shall comply with the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001-4128).

4.4 Limited Applicability of DOH's Approval. Any approvals of the Working Drawings and Specifications made by the DOH are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance or code of the City, nor does any approval by the DOH pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the Homes. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project.

4.5 Financing and Constructing the Project.

(a) Budget. Concurrent with the execution of the Agreement by Developer and its delivery to the City, Developer shall deliver to the DOH for its approval a written budget ("Budget") for the construction of the Homes. Developer shall also submit to the DOH a description of Developer's financing ("Financing"), which shall include the amount of Developer's equity in the Project and

evidence of: (i) a commitment for adequate financing ("Commitment") obtained from a financial institution or lender, specifying the source and the amount of the loan, length of the term and the applicable interest rate, or (ii) evidence of a line of credit or other funding source necessary to fund the construction of the Homes. Within seven (7) business days of receipt, the DOH shall review and approve or reject the Financing, and the Commitment. The Financing shall be subject and subordinate to the terms and conditions of the Agreement.

Provided that the Commitment is approved by the City, Developer shall obtain financing from the lender identified in the Commitment ("Construction Lender") to permit the construction of the Project ("Construction Loan"). The Construction Lender shall be permitted to secure and evidence its loan by a mortgage ("First Mortgage") and mortgage note ("First Mortgage Note") encumbering the Lots. The Construction Loan funds shall be disbursed pursuant to the Escrow described in Section 4.5(c) below.

(b) City's Incentives.

(1) Sales Price. Subject to all of the terms, covenants and conditions of the Agreement, the City shall convey each City Lot for the consideration of One Dollar ($1.00) if the fair market value of the City Lot is Fifty Thousand Dollars ($50,000) or less. For purposes of the Agreement, the "fair market value" for each City Lot has been established as of the execution date of the Agreement and is listed on Exhibit A attached hereto. The Developer acknowledges that upon the recording of this Agreement, the City shall have a lien against each City Lot conveyed pursuant hereto (including City Lots on which a MR-HOME is built) in the amount of the fair market value of such City Lot, as set forth on Exhibit A (the "Land Value Lien"). The fair market value of a particular City Lot, up to the first $50,000 in value (the "Land Value Lien Amount") shall be added to and included in the amount of monies secured by this Agreement and the City Junior Mortgage and potentially due and owing under such instruments. The amount by which the fair market value of a City Lot exceeds the sum of $50,000 (if any) (such excess amount, the "Additional Land Value Lien Amount") shall also be secured by this Agreement and the City Junior Mortgage and subject to the special repayment provisions described in the following paragraph.

After the recording of this Agreement, and prior to a City Lot's conveyance to a homebuyer, the Land Value Lien Amount and any Additional Land Value Lien Amount shall not amortize and shall be immediately be due and payable to the City if the City Lot is sold, or refinanced except as expressly contemplated and permitted under this Agreement and the City Junior Mortgage. When a City Lot is conveyed to a homebuyer, the lien of this Agreement shall be released and be replaced by the lien of the City Junior Mortgage. The Land Value Lien Amount shall thereafter reduce in four equal installments on each anniversary date of such conveyance, and after the fourth anniversary date shall be zero. The Additional Land Value Lien Amount shall not amortize, but shall be an amount potentially due and owing the City calculated as the Additional Land Value Lien Amount, plus interest thereon at an annual rate of three percent (3%), from the date of such conveyance. The principal amount of and any accrued interest on the Additional Land Value Lien Amount shall become due upon the sale or refinancing (except a refinancing in an amount equal

to or less than the homebuyer's purchase price for the Home) of said Home during the forty (40) year period commencing on the date of such conveyance; provided, however, that if the subsequent homebuyer meets the income eligibility requirements of the New Homes Program, such purchaser may assume the obligations of the Land Value Lien as to such Additional Land Value Lien Amount for the balance of such forty (40) year term. The Land Value Lien, as initially evidenced by this Agreement and then evidenced by the City Junior Mortgage, shall be junior to the lien of any construction loan mortgage and any First Mortgage, and any subsequent purchase money mortgage obtained by any a homebuyer of a Home (if such homebuyer is income-eligible under the New Homes Program), and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

Up to the lesser of (i) twenty percent (20%), or (ii) six (6) (if all thirty (30) Homes are constructed) of the Homes which may be constructed by Developer pursuant to this Agreement may be sold as MR-Homes. As indicated above, the fair market value of any City Lot on which an MR-Home is constructed shall be secured by and included in the amount of monies secured by and potentially due and owing the City pursuant to the City Junior Mortgage, which the homebuyers for any such MR-Home shall execute at the time they purchase such MR-Home.

(2) Purchase Price Subsidy. The City shall grant a Purchase Price Subsidy in an amount not to exceed the sum of Three Hundred Fifty Thousand Dollars ($350,000) in the aggregate to cover hard construction costs of certain of the Homes. The Purchase Price Subsidy shall not exceed the sum of Ten Thousand Dollars ($10,000) per Single Family Home or Thirty Thousand Dollars ($30,000) as to Two-Flat Building, and shall only be available to homebuyers whose household incomes are less than or equal to one hundred percent (100%) of the AMI (as to Single Family Homes) or one hundred twenty percent (120%) of AMI (as to Two-Flat Buildings). The specific amount of Purchase Price Subsidy to be allocated to each model type of Home is described further on Exhibit H attached hereto.

The Purchase Price Subsidy shall be disbursed to Developer at the closing of the sale of each Home to the initial homebuyer, but only if that Developer: (a) obtains from the City the Certificate; (b) conveys the Home to an eligible homebuyer as described in Section 5.3 below; (c) complies with the covenants described in Section 5.1 below; and (d) provides the initial homebuyer with an Owner's Policy ALTA form B (1987) policy of title insurance issued by the Title Company, dated as of the closing date in the amount of the purchase price.

Developer shall advise each initial homebuyer that such homebuyer shall be required to execute and record at the time of the homebuyer's closing (and the Developer shall attach as an exhibit to the homebuyer's sales contract) a mortgage, security and recapture agreement in favor of the City (the "City Junior Mortgage"), in the form of Exhibit I to this Agreement, which shall also include the homebuyer's covenant to use the Home as the homebuyer's principal residence, and shall secure all amounts described in this Agreement as being subject to recapture or repayment. The amount of any Purchase Price Subsidy provided with respect to a Home shall be secured by the City Junior Mortgage and shall be repaid by the homebuyer to the City in accordance with its terms

if the Home is sold or refinanced (except in an amount equal to or less than the homebuyer's purchase price for the Home) by the initial homebuyer within four (4) years of purchase. The City Junior Mortgage shall be subordinate to the lien in favor of the homebuyer's permanent purchase mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(3) **HOME Additional Purchase Price Subsidy.** Homebuyers purchasing a Single Family Home (other than an MR-Home) and whose household incomes are at or below 80% of the AMI (hereafter, a "HOME Homebuyer") may request from the City, by application to the DOH, a financial subsidy ("HOME Additional Purchase Price Subsidy") derived from an allocation to the City of HOME Investment Partnerships Program grant funds, pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701 et seq. (1992) and the regulations promulgated thereto in 24 C.F.R. Part 92 (such regulations, the "HOME Regulations"). The amount of HOME Additional Purchase Price Subsidy available for a particular HOME Homebuyer shall not exceed the amount of Twenty Thousand Dollars ($20,000) per HOME Homebuyer whose household income range is between 61% to 80% of the AMI, and the amount of Thirty Thousand Dollars ($30,000) per HOME Homebuyer whose household income range is up to 60% of the AMI.

Subject to the availability of HOME Additional Purchase Price Subsidy Funds, the HOME Additional Purchase Price Subsidy shall be provided to the HOME Homebuyer at the closing of the sale of the Single Family Home to the HOME Homebuyer, but only if the Developer: (a) obtains from the City the Certificate; (b) conveys the Single Family Home to a HOME Homebuyer described in this Section and Section 5.3 below; (c) complies with the covenants described in Section 5.1 below; and (d) provides the HOME Homebuyer with an Owner's Policy ALTA form B (1987) policy of title insurance issued by the Title Company, dated as of the closing date in the amount of the purchase price. The HOME Additional Purchase Price Subsidy funds provided to a particular HOME Homebuyer shall be wired to the Title Company at closing, in accordance with the Escrow Agreement.

Developer shall advise said HOME Homebuyer and it shall be a condition of such sale, that the HOME Homebuyer must execute: (a) the City Junior Mortgage in favor of the City, which shall secure, among other things, an amount equal to the HOME Additional Purchase Price Subsidy received by the HOME Homebuyer, which shall incorporate any additional requirements of the HOME Regulations, and which shall also include the HOME Homebuyer's covenant to use the Home as the homebuyer's principal residence. The HOME Additional Purchase Price Subsidy secured by the City Junior Mortgage shall be repaid in the event that the Single Family Home is sold by the HOME Homebuyer within the applicable affordability period (as prescribed by the HOME Regulations). If, however, the mortgage obtained by the HOME Homebuyer from the permanent lender is insured by the FHA, the affordability period shall be extended to conform to the terms of the FHA-insured mortgage, as is required under the HOME Regulations. The City Junior Mortgage lien shall be subordinate to the lien in favor of the HOME Homebuyer's purchase money mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(4) **DDA Purchase Price Subsidy**. If DOH determines that the Englewood neighborhood in which the Homes are to be built, or a portion thereof, is a difficult to develop area within the meaning of Section 7(e) of the New Homes Program ordinance, the Developer may request that the City provide homebuyers purchasing a Home (including MR-Homes) with a homebuyer assistance subsidy in an amount not to exceed Twenty Thousand Dollars ($20,000) (the "DDA Purchase Price Subsidy"). In no event, however, shall the maximum aggregate DDA Purchase Price Subsidy paid under this Agreement exceed Five Hundred Thousand Dollars ($500,000). DOH's approval of such DDA Purchase Price Subsidy request shall be in DOH's sole discretion. Subject to such DOH approval and the availability of DDA Purchase Price Subsidy funds, the DDA Purchase Price Subsidy shall be provided to the homebuyer at the closing of the sale of the Home, but only if the Developer satisfies the conditions precedent to the disbursement of the HOME Purchase Price Subsidy, described in clauses (a), (c) (excluding Section 5.1(a) of this Agreement, which is incorporated by reference in said clause (c)) and (d) of Section 4.5(b)(3), as conditions also applicable to the disbursement of the DDA Purchase Price Subsidy. The DDA Purchase Price Subsidy funds provided to a particular homebuyer shall be funded at closing, in accordance with the Escrow Agreement.

Developer shall advise homebuyers receiving a DDA Purchase Price Subsidy that such homebuyers must execute the City Junior Mortgage in favor of the City, which shall secure, among other things, an amount equal to the DDA Purchase Price Subsidy received by the homebuyer. The DDA Purchase Price Subsidy amount secured by the City Junior Mortgage shall decline by twenty-five percent (25%) on each anniversary of the homebuyer's closing date and, after the fourth anniversary date, shall be zero. The City Junior Mortgage lien shall be subordinate to the lien in favor of the homebuyer's purchase money mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(5) **Waiver of City Fees.** In conjunction with the construction by Developer of the Homes (including the MR-Homes) the City shall waive those certain fees and deposits as described in Exhibit C attached hereto.

(6) **Perimeter Site Improvements**. In connection with the construction by Developer of the Homes, the City may expend City general obligation bond proceeds or other legally available funds, up to a maximum amount of $5,000 per City Lot, or $145,000 in the aggregate, to complete Perimeter Site Improvement Work if the City, in its sole discretion, determines that such work is necessary to the construction of such new Homes, and subject to the availability of such bond proceeds or other legally available funds.

(c) **Escrow.** Prior to the commencement of construction of any Home, Developer and the City shall execute an escrow agreement ("Escrow Agreement") and open an escrow account

("Escrow") held by an institutional escrowee ("Escrowee") mutually acceptable to the parties. The Escrow shall be used to convey City Lots and disburse City subsidies pursuant to the terms of the Agreement. The respective rights, liabilities and duties of the Escrowee are contained in the Agreement. If any conflict exists between the terms of the Agreement and the Escrow Agreement or any other instructions or other documents affecting the Escrow, the terms and provisions of the Agreement shall govern.

(d) Review of Construction Progress. During the construction of the Project, Developer shall submit to the City for its review any documentation relating to the construction work, including, without limitation, all additional building permits issued, an Owner's sworn statement and the general contractor's sworn statement.

During the construction of the Project by Developer, the Developer shall cause the Construction Lender to employ, at the sole expense of Developer, an inspecting architect ("Inspector") (other than the architect who prepared the Working Drawings and Specifications) acceptable to the DOH, to review for the parties all activities undertaken with regard to the construction of the Home. If no Construction Lender exists (or if the Construction Lender does not wish to hire the Inspector), then the DOH, at the sole expense of Developer, shall utilize an Inspector which has been previously approved by the DOH.

The scope of the Inspector's work shall be contained in the terms of the contract between the Inspector and the Construction Lender, or the Inspector and the DOH, as the case may be, and shall include inter alia, providing a certification for the benefit of the Construction Lender and the DOH on the form attached hereto as Exhibit J that the construction of said Home complies with the Working Drawings and Specifications. The Inspector shall notify the DOH and the Construction Lender of any discrepancies between the Working Drawings and Specifications and the actual construction of any Home, and shall provide the DOH with a copy of each and every Inspector's certification. The receipt by the DOH of the Inspector's Conditional Certificate shall be a condition precedent to the disbursement of the applicable amount of Purchase Price Subsidy to Developer and, if applicable, any HOME Additional Purchase Price Subsidy funds. A representative of the DOH shall have the right, but not the obligation, to accompany the Inspector during his inspection of the progress of the construction of the Homes .

(e) Homebuyer Closings and Disbursement of Subsidies. As long as Developer is not in material default in the due, prompt and complete performance or observance of any of its covenants or obligations contained in the Agreement, the conveyances of Homes and disbursement of Section 4.5(b) may proceed to closing provided the following conditions precedent are satisfied:

(i) Developer and the homebuyer shall have complied with the applicable provisions described in Section 4.5(b), including, the execution of the City Junior Mortgage;

(ii) The Inspector shall have delivered to the City its conditional certificate for said Home (including MR-Homes) in the form of Exhibit J, conditioned and subject only

to the completion of punch list items or such other items agreed to by the City, the Inspector and Developer ("Conditional Certificate");

(iii) The City shall have issued its Certificate in accordance with Section 4.8 below;

(iv) Developer, in the form of an owner's sworn statement and the general contractor's sworn statement, shall have submitted to the Escrowee and the Inspector affirmative proof that there are no materialmen's liens or claims exist affecting the Home (including MR-Homes), or that Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims; provided, however, that the Title Company shall have received from Developer acceptable waivers or releases of lien covering at least seventy five percent (75%) of the hard construction costs associated with the construction of the Home;

(v) Developer shall have submitted to the City a copy of the Owner's sworn statement and the general contractor's sworn statement describing all construction costs for the Home(including MR-Homes); and

(vi) Developer shall have furnished to the City one (1) copy of an "as-built" survey showing the location of all completed improvements, including all walks, drives and other on-site appurtenances and improvements, showing site elevations, and showing no encroachments by any such improvements across the boundary lines of the Lot; and

(vii) The DOH shall have issued a letter to Developer that the homebuyer meets the income eligibility requirements of the New Homes Program (excluding MR-Homes).

Developer shall be obligated to complete those items listed on the Conditional Certificate (including the punch list items) in a timely and expeditious manner subsequent to the closing. The City reserves the right to request that Developer deposit or reserve with the Escrowee funds (or in lieu thereof, deliver to the Escrowee a letter of credit) in an amount to pay for the cost of such incomplete work, including, without limitation, any landscaping or other work that was not completed prior to closing because of weather-related conditions. Once such work has been completed, the Inspector shall conduct an on-site inspection in order to facilitate the issuance of a final certificate indicating that construction of the Home is complete ("Final Certificate"). Any funds retained by the Escrowee pursuant to this paragraph shall not be released until a copy of the Final Certificate is delivered to the Escrowee and the DOH.

Developer does also certify and agree that it shall not take its fee until the closing for the sale of a Home (including MR-Homes) to a homebuyer.

4.6 Relocation of Utilities. If Developer requests the relocation, repair or replacement of any existing City utility lines in order to construct a Home, such utilities shall be relocated at Developer's sole expense. The DOH shall assist Developer in obtaining the cooperation of any City agency with regard to the relocation, repair or replacement of existing utility lines. Under no circumstances shall the City pay for any such relocation, repair or replacement costs. In addition, Developer shall be solely responsible for the payment of any costs associated with the repair, replacement or relocation of any private utility lines necessary to construct a Home.

4.7 Commencement and Completion of the Project. Developer, subject to the occurrence of Permitted Delays described in Section 6.2 below, shall commence with the construction of the Project within three (3) months of the execution date of the Agreement. Except as otherwise provided in the Agreement, Developer shall complete the Project within twenty-four (24) months from the date City Council of the City approves this agreement. Developer, its successors and assigns, shall promptly begin and diligently complete the Project within such time periods. The Commissioner of DOH, in the Commissioner's sole discretion, may extend the completion date one time upon the Developer's written request, for a period of up to twelve (12) additional months by executing a written extension letter.

4.8 Certificate of Compliance. As each Home (including MR-Homes) is substantially completed in accordance with the Working Drawings and Specifications (as evidenced by the issuance of the Inspector's Conditional Certificate or Final Certificate, as the case may be) and Developer has performed all of its other obligations under this Agreement, including without limitation, the closing conditions precedent specified in Section 4.5(e) above, the DOH, upon written request by Developer, shall furnish Developer with an appropriate compliance certificate ("Certificate"). The Certificate shall be evidence the Developer's compliance with respect to its obligation to construct such Home in accordance with the terms of this Agreement. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Home and furthermore, shall not serve as any "guaranty" as to the quality of the construction of said structure.

The Certificate shall be in recordable form and shall be delivered by the DOH to the Escrowee at the closing conveying the Home from Developer to the initial homebuyer. Once the Certificate is recorded with the Recorder's Office, the Agreement shall no longer encumber the Lot.

4.9 Prohibition Against Unpermitted Encumbrances. Prior to the City's issuance of the Certificate for a Home (including MR-Homes)on a particular Lot, neither Developer nor any successor in interest to the Lot shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon said Lot; provided, however, that Developer, after receiving the prior written consent of the City, may mortgage the Lot for the purpose of obtaining the Construction Loan or other financing source as described in Section 4.5(a) above to the extent necessary to construct the Home. Notwithstanding the above, no mortgage may be recorded against a City Lot until such City Lot is conveyed to Developer.

4.10 Mortgagees Not Obligated to Construct. Notwithstanding any of the provisions of the Agreement, no holder of a mortgage authorized by the Agreement (including any holder who obtains title to a City Lot as a result of foreclosure proceedings, or action in lieu therefor), shall be obligated to construct or complete the construction of any Home on the City Lot, or to guarantee such construction or completion. However, any such holder shall take its lien or hold such title subject to this Agreement and must devote the City Lot to those uses or improvements provided for or permitted in the New Homes Program and this Agreement. If the Construction Lender, due to a default by Developer obtains possession or title to any of the City Lots by foreclosure or deed in lieu of foreclosure, the Construction Lender may request that the City make the subsidies described in Section 4.5(b) available in order to construct or to complete the Homes on said Lots and convey such homes to homebuyers, as originally contemplated. The City shall not unreasonably withhold its consent to such a request, so long as the Construction Lender complies with the terms and conditions of the Agreement. In such event, the Construction Lender shall be required to execute such economic disclosure documents as the City deems appropriate.

Whenever the City shall deliver a notice or demand pursuant to Section 6.3(a), the City shall at the same time forward a copy of such notice or demand to any Construction Lender identified in Section 8.8. After the expiration of any applicable cure period, each such Construction Lender shall have the right, at its option, to remedy such default within an additional thirty (30) day cure period.

Whenever the Construction Lender shall deliver a default notice or demand to Developer under the Construction Loan documents, it shall at the same time forward a copy of such notice or demand to the City at the addresses listed in Section 8.8 below. After the expiration of any applicable cure period, the City shall have the right, at the City's option, to remedy such default within an additional thirty (30) day cure period.

SECTION V
CONVEYANCE OF THE HOMES

5.1 Developer's Covenants for Participation in the New Homes Program.

(a) Sales Price. Developer acknowledges and affirms the objectives of the City with regard to the creation of the New Homes Program as a means of achieving the construction of affordable, new, high quality, owner-occupied housing within the corporate boundaries of the City. Developer affirmatively covenants that it shall sell and convey each Home for a base price per model, as set forth on Exhibit K, attached hereto, but in no event shall said base price for a particular Single Family Home exceed the sum of $195,000, or the base price for a Two-Flat Building exceed $265,000, such amounts being the current inflation-adjusted price limit under the New Homes Program. Developer's projected final sales pricing of the various models of the Homes to be constructed by Developer are described on Exhibit K. The parties acknowledge that said base price does not include options described on Exhibit L attached hereto which may be desired by individual homebuyers. The parties further acknowledge that said base prices may further be slightly adjusted due to inflation, upon the written agreement of the parties. The sales prices for MR-Homes are not subject to the provisions described in this paragraph.

(b) **Compliance with Fair Housing and Non-Discrimination Laws.** Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the design, marketing and sale of any Home constructed by Developer pursuant to the terms of the Agreement, and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to non-discrimination in the sale and marketing of housing, including, without limitation, the Fair Housing Act, 42 U.S.C. sec. 3601-20 et seq. (1988) and implementing regulations at 24 C.F.R. Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 C.F.R., 1958-1963 Comp., p. 652 and 3 C.F.R., 1980 Comp., p. 307)(Equal Opportunity in Housing) and implementing regulations at 24 C.F.R. Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)(Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 C.F.R. Part 1; 42 U.S.C. sec. 1982 (1988), and sections 17-19 of Article I of the Constitution of the State of Illinois; the Age Discrimination Act of 1975, 42 U.S.C. sect. 6101-07, and implementing regulations at 24 C.F.R. Part 146, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and implementing regulations at 24 C.F.R. Part 8.

(c) **Warranty of Habitability.** At the closing for the conveyance of a Home from Developer to an initial homebuyer, Developer shall deliver to said homebuyer a warranty of habitability in the form of Exhibit M attached hereto. Said warranty of habitability shall have a duration of one year and shall be deemed to run with the land.

5.2 **Marketing.** Developer shall comply with the affirmative marketing requirements described in Section 5.1(b) above. In addition, Developer shall comply with the marketing plan which has been approved by the DOH and is attached hereto as Exhibit N, and to utilize solely those marketing materials which have been approved by the DOH either prior to or subsequent to the execution date of the Agreement with regard to the marketing of the Homes (including MR-Homes) to prospective homebuyers. Developer also agrees to place on at least one of the Lots a sign stating that the Home was (or shall be) constructed by Developer pursuant to the New Homes Program.

5.3 **Income Eligibility Standards.** Every potential homebuyer in conjunction with the homebuyer's execution of a purchase contract for the purchase of a Home (excluding MR-Homes), must be approved in writing by the DOH as meeting the income eligibility standards of the New Homes Program. Developer must provide the DOH with any and all information required by the DOH to confirm such homebuyer's income eligibility. The DOH shall have ten (10) business days from the date of receipt of a "complete information package" (which shall include, by means of illustration and not limitation, the W-2 forms from the initial homebuyer's employer(s), U.S. 1040 income tax returns for the previous two years, an affidavit or verification from the homebuyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association within which to qualify potential homebuyers. (Including those purchasing MR-Homes)

5.4 **Pre-Purchase Qualification.** Developer shall refer each prospective homebuyer for pre-purchase counseling, which shall be offered either by the DOH, a qualified community

organization or lending institution. Each homebuyer must participate in pre-purchase counseling, and provide the DOH with a certificate or other evidence of participation.

SECTION VI
PERFORMANCE

6.1 Time of the Essence. Time is of the essence of the Agreement.

6.2 Permitted Delays. Neither the City, Developer, or any successor in interest to Developer, shall be considered in breach of its obligations to commence or complete the Project in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, any delays or halts in the construction of the Homes, compelled by court order, acts of God, acts of the public enemy, acts of the United States or other governmental body, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, vandalism, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the permitted delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such delay.

6.3 Breach.

(a) Generally. If the Developer defaults in the performance of its obligations under the Agreement, the Developer shall, upon written notice from the City, commence to immediately cure or remedy such default but, in any event, by not later than thirty (30) days after receipt of such notice (or such other cure period, if any, as may be expressly provided for in Section 6.3(b)). If the default is not cured within such thirty (30) day period (or such other cure period), the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance.

(b) Event of Default. For purposes of the Agreement, the occurrence of any one or more of the following, which is not cured by the specified cure period, if any, shall constitute an "Event of Default":

(1) Any warranty, representation or statement made or furnished by Developer is not true and correct, or any covenant is not complied with in any material respect; (30 day cure period); or

(2) Any petition or proceeding is filed by Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing (no cure period) or any such petition or proceeding is involuntarily filed and not vacated, stayed or set aside (60 day cure period); or

(3) Failure of Developer to finalize the Working Drawings and Specifications in accordance with Section 4.2 (30 day cure period); or

(4) If Developer fails to commence or complete construction of a Home or the Homes (including the nature of and the dates of the beginning and completion thereof) or abandons or substantially suspends construction work of any Home (30 day cure period); or

(5) If Developer conveys any Home (excluding MR-Homes) to a homebuyer in excess of the consideration described in Section 5.1 above, or conveys any Home to a homebuyer ineligible to participate in the New Homes Program (no cure period); or

(6) Developer fails to comply with the non-discrimination covenants in Section 5.2 above with regard to the marketing and sale of the Homes (including MR-Homes) constructed by Developer (30 day cure period); or

(7) Failure of Developer to pay real estate taxes or assessments affecting any Lots (accruing after the date of conveyance by the City to Developer with respect to the City Lots) when due, or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Lots or any part thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or encumbrances), and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge; (30 day cure period); or

(8) The occurrence of an event of default within the context of the First Mortgage, if any, which is not cured within the applicable time periods, if any, contained therein; or

(9) The financial statements of Developer are not complete in all material respects or do not accurately present the assets, liabilities, results of operations and financial condition of Developer or there is a material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent financial statements; (30 day cure period); or

(10) Developer makes or causes to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to any City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract in violation of Chapter 2-156-120 of the Municipal Code of Chicago; (no cure period); or

(11) Any assignment, pledge, encumbrance, transfer or other disposition is made in violation of Section 8.2 below (no cure period).

(c) Prior to Commencement of Construction. If prior to the commencement of construction of any Home, an Event of Default occurs, the City may immediately terminate this Agreement and institute any action or proceeding at law or in equity against Developer.

(d) After Commencement of Construction Until Issuance of Certificate. If after commencement of construction by Developer of a Home on any City Lot but before the City issues its Certificate for such Home, an Event of Default occurs, the City may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer. In such event, Developer shall have no further right or interest regarding any City Lot not conveyed to Developer prior to the default.

In addition, the City shall have the right to re-enter and take possession of each City Lot previously conveyed, to terminate the Developer's title to such City Lots and all other rights and interests of Developer to said Lots and any improvements constructed thereon, and revest title in said City in the City without any compensation whatsoever to Developer; provided, however, that such condition subsequent and revesting of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage.

Upon such revesting of title to the City Lots in the City, the DOH may complete the construction of any Homes on the City Lots, including, if necessary, the hiring of an alternative contractor to complete the construction. Upon completion of construction, the DOH shall employ its best efforts to convey the Homes (subject to the First Mortgage liens described above, if any) to a homebuyer under the New Homes Program(excluding MR-Homes), and in accordance with all applicable federal, state and local laws, ordinances and regulations. In the event a First Mortgage encumbers the City Lot on which the Home is built, then at the closing of the conveyance of such Home, the net sales proceeds from the sale of the Home shall be applied to repay an allocable share of the unpaid principal of the First Mortgage attributable to said City Lot and the interest accrued thereon due and payable as of the date of conveyance. When the City sells all of the Homes in accordance with the provisions described in this paragraph, then upon repayment of all amounts under the First Mortgage any remaining proceeds shall be distributed pursuant to Section 6.3(e) below. In the alternative, the City may allow the Construction Lender to enter into possession of such Lots and cause the completion of construction of the Homes so long as the Construction Lender complies with the terms and provisions of the Agreement.

(e) Distribution of Sale Proceeds. Upon the sale of all of the Homes by the City pursuant to Section 6.3(d) above, the proceeds from said conveyance(s) shall be utilized first to reimburse the City for:

(1) costs and expenses incurred by the City with regard to the reconveyance of the Lots, management of the Lots, and the subsequent conveyance of the Lots to the Homebuyers;

(2) all taxes, assessments, and water and sewer charges paid with respect to the Lots;

(3) any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens against the Lots;

(4) any expenditures made or obligations incurred with respect to the construction and maintenance of any Homes constructed on the Lots;

(5) any other amounts owed to the City by Developer, its successors or transferees under this Agreement, or otherwise; and

(6) any remaining sums shall be delivered to Developer.

(f) After Conveyance. If an Event of Default occurs under Section 6.3(b)(5) or Section 6.3 (b)(6), then the City shall have the right to institute a suit for injunctive relief against Developer, or alternatively, at the option of the City solely with regard to an Event of Default under Section 6.3(b)(5), Developer, within twenty (20) days after the receipt of written notice of default from the City, shall deliver the sum of one and one/half times the amount by which the sales price exceeds the permitted consideration described in Section 5.1, per violation to the City, said sum representing an amount of liquidated damages and not a penalty.

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

6.5 Indemnity. Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs), suffered or incurred by the City (except due to the negligence of the City) arising from or in connection with: (i) the failure of Developer to perform its obligations under the Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with the construction of the Homes (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens and encumbrances); (iii) a material misrepresentation or material omission in Developer's application to participate in the New Homes Program or in the Agreement which is the result of information supplied or omitted by Developer or by agents, employees, contractors, subcontractors, or persons acting under the control or at the request of Developer; (iv) the failure of Developer to redress any misrepresentations or omissions in the Agreement or any other agreement relating hereto; (v) any activity undertaken by Developer on any of the City Lots or any part thereof; and (vi) any claim or cost relating to any soil or environmental condition existing at, or created by Developer on, any City Lot.

6.6 Access to the Lots. Any duly authorized representative of the City shall, at all reasonable times, have access to any Lot, or part thereof, from the execution date of the Agreement until the City issues its Certificate with regard to the completion of the Home on the Lot, for the purpose of confirming Developer's compliance with this Agreement.

6.7 City's Right to Inspect Records. Until the date that is three years after the date on which the City issues its Certificate with regard to the completion of the final Home, the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating to the Project, including, without limitation, Developer's loan statements, the construction manager's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination by any duly authorized representative of the City; provided, however, that the City shall provide Developer with at least two (2) business days' written notice of any proposed inspection of Developer's books and records.

SECTION VII
DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

A. No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code of Chicago, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants

shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

B. Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

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

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

E. Failure to comply with the employment obligations described in this Section 7.1 shall be a basis for the City to pursue remedies under the provisions of Section 6 above.

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

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

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

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

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

Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of the DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project as evidenced by the issuance of the Certificate for the last Home constructed by Developer.

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

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

When work at the Project is completed, in the event that the City has determined that Developer and the other Employers failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance it is agreed that 1 / 20 of 1 percent (.05%), 0.0005, of the aggregate hard construction costs set forth in the Budget (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer and/or the other Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer and/or the other Employers or employee to prosecution. Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

Developer shall cause or require the provisions of this Section 7.2 to be included in all construction contracts and subcontracts related to the Project.

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 7.3, during the course of the Project, at least the following percentages of the MBE/WBE budget to be approved by DOH's monitoring staff shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):

(1) At least 24 percent by MBEs.
(2) At least four percent by WBEs.

(b) For purposes of this Section 7.3 only:

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

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE

or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 7.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DOH.

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

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

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 7.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 7.3. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 7.3, the sufficiency of which

shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 7.3 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements, if applicable; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 7.3, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION VIII
MISCELLANEOUS PROVISIONS

8.1 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto. It shall not be modified, amended or changed in any material manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. The term "material" for the purpose of this Section 8.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or substantially changes the character of the Project or any activities undertaken by Developer affecting the Project, or increases any time agreed for performance by either party by more than thirty (30) days.

8.2 Assignability and Transfer. Unless permitted under Section 4.9 above, prior to the City's issuance of the Certificate with regard to the completion of a Home (including MR-Homes), the Developer shall not assign, transfer or convey any right, title or interest in the Lot on which such Home is constructed. Notwithstanding the above, Developer may sign purchase contracts with initial homebuyers prior to the issuance of the Certificate. In addition, Developer may convey its right, title and interest to any of the Lots to a land trust formed under the laws of the state of Illinois and of which Developer is the sole beneficiary; provided, however, that the City must receive prior notification of such transfer accompanied by a certified copy of the land trust agreement, and the City, Developer and the land trustee shall execute a document granting the City the irrevocable right to approve the land trust documents.

8.3 Conflict of Interest - City's Representatives Not Individually Liable. Prior to the issuance of the Certificate by the City with regard to the completion of the final Home, no member of any City board, commission or agency, or official or employee of the City shall have any personal

interest, direct or indirect, in Developer, the Agreement or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This prohibition shall include those public officials who have exercised any functions or responsibilities with respect to this Project or the New Homes Program or who are in a position to participate in a decision making process or gain inside information with regard to the Project or the New Homes Program or may obtain a financial interest or benefit from this Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds therefore, either for themselves or those with whom the officials have family or business ties, during the tenure or employment of said public officials and for a period of one year thereafter. The foregoing shall not be deemed to exclude employees of the City who meet the requirements of the New Homes Program from purchasing Homes for their primary residences, and who are able to do so pursuant to an ordinance passed by the City Council of the City. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

8.4 Survival. All representations and warranties contained in the Agreement shall survive execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

8.5 Mutual Assistance. The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

8.6 Cumulative Remedies. The remedies of the City hereunder are cumulative and the exercise of any one or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of the City unless specifically so provided herein.

8.7 Disclaimer. No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

8.8 Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City: Commissioner
Department of Housing
33 N. LaSalle Street
Chicago, Illinois 60602
Attn: Deputy Commissioner,
Developer Services

with a copy to: Corporation Counsel
City of Chicago
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Real Estate Division

If to Developer: At the address given in the Preamble
Attn: Saul Klibanow

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

8.10 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and, where applicable, the laws of the United States of America.

8.11 References to Statutes. All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars.

8.12 Recordation of the Agreement. Upon execution of the Agreement by the parties, the City shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

8.13 No Third Party Beneficiary. The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the First Mortgagee, and their successors in interest in the Project and no other person or party may assert against the City or claim the benefit of such approval or certificate.

8.14 Successors and Assigns. The terms of the Agreement shall be binding upon the City and Developer, and the Developer's successors and assigns.

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

8.16 Counterparts. The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

8.17 Executive Order 2005-1. Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

Developer agrees that it shall not: (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.

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

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

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

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (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 of the City of Chicago.

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

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

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) 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
(E) 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. a 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.

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

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

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

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

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

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

CITY OF CHICAGO,
an Illinois municipal corporation

By:_____
John G. Markowski
Commissioner
Department of Housing

NEW BIRTH - PBI PARTNERSHIP,
an Illinois general partnership

By: **New Birth Community Care Inc.,**
an Illinois not-for-profit corporation, general partner

By: _____

Name: _____

Title: _____

By: **Park Bank Initiatives, Inc.,**
an Illinois corporation, general partner

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

GIVEN under my hand and notarial seal this ____ day of _____, 2007.

_____
Notary Public

(SEAL)

My Commission expires _____.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Park Bank Initiatives, Inc., an Illinois corporation, general partner, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such _____, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of the Corporation as his free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2007.

_____
Notary Public

(SEAL)

My Commission expires _____.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of New Birth Community Care Center, Inc., an Illinois not-for-profit corporation, general partner, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such _____, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of the Corporation as his free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2007.

_____
Notary Public

(SEAL)

My Commission expires _____.

[(Sub)Exhibit "A" referred to in this Agreement with New Birth-PBI Partnership under New Homes for Chicago Program constitutes Exhibit "B" to ordinance and printed on pages 104878 and 104879 of this *Journal.*]

[(Sub)Exhibits "B", "C", "D", "E", "G", "I", "L", "M" and "N" referred to in this Agreement with New Birth-PBI Partnership under New Homes for Chicago Program unavailable at time of printing.]

(Sub)Exhibits "F", "H", "J" and "K" referred to in this Agreement with New Birth-PBI Partnership under New Homes for Chicago Program read as follows:

(Sub)Exhibit "F".
(To Agreement With New Birth-PBI Partnership
Under New Homes For Chicago Program)

Quitclaim Deed.

Grantor, the City of Chicago, an Illinois municipal corporation ("Grantor"), having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602, for and in consideration of One and no/100 Dollars ($1.00) pursuant to ordinance adopted on _____, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago,* pages _____) conveys and quitclaims, to New Birth-PBI Partnership, an Illinois general partnership ("Grantee"), having its principal office at, in care of Park Bank Initiatives, 1000 East 111th Street, Chicago, Illinois 60628, all interest and title of Grantor in the following described real property ("Property"):

[See (Sub)Exhibit A Attached To This Quitclaim Deed.]

This Transfer Is Exempt Under The Provisions Of The Real Estate Transfer Tax Act, 35 ILCS 200/31-45(B) And 35 ILCS 200/31-45(E) And Section 3-33-060.B And Section 3-33-060.E Of The Municipal Code Of Chicago.

Further, this quitclaim deed ("Deed") is made and executed upon, and is subject to certain express conditions and covenants hereinafter contain, said conditions and covenants being a part of the consideration for the Property and are to be taken and construed as running with the land, and Grantee hereby binds itself and its successors, assigns, grantees and lessees to these covenants and conditions, which covenants and conditions are as follows:

First: Grantee shall devote the Property only to the uses authorized by Grantor and specified in the applicable provisions of: (i) The New Homes For Chicago Program, initially approved by the City Council of the City of Chicago by ordinance adopted June 7, 1990, as amended from time to time ("Program"), and (ii) that certain agreement known as "Redevelopment Agreement, New Homes For Chicago Program, New Birth-P.B.I. Partnership" entered into between Grantor and Grantee as of _____, 2007 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____, 2007 as document Number _____ ("Agreement"). Specifically, in accordance with the terms of the Agreement, Grantee shall construct a single-family home ("Single-Family Home") on the Property to be sold to the initial homebuyer for a price not to exceed the ceiling

base price (excluding options or extras) of One Hundred Ninety-five Thousand ($195,000), or a two-flat building ("Two-Flat Building", and together with a Single-Family Home, a "Home") on the Property to be sold to the initial homebuyer for a ceiling base price (excluding options or extras) of Two Hundred Sixty-five Thousand Dollars ($265,000), all as further described in Section 4.5(b)(1) and Section 5.1 of the Agreement. Grantee shall advise each initial homebuyer and such homebuyer shall be required to execute and record at all time of the homebuyer's closing the City Junior Mortgage described in the Agreement.

Second: Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due. Prior to the issuance by Grantor of a Certificate of Compliance (as hereafter defined) with regard to the Property, Grantee shall not encumber the Property, or portion thereof, except to secure financing solely to obtain the First Mortgage (as such term is defined in the Agreement). Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property or portion thereof until Grantor issues a Certificate of Compliance with respect to the completion of the Single-Family Home the Property (unless Grantee has taken such appropriate action to cause the Title Company (as such term is described in the Agreement) to insure over any title encumbrances caused by such liens or claims).

Third: Grantee shall construct the Home on the Property in accordance with the terms of the Agreement. Grantee shall diligently proceed with the construction of such Home to completion, which construction shall commence within three (3) months from the date of conveyance of the Deed by Grantor to Grantee, and shall be completed by Grantee within the time frame described in the Agreement.

Fourth: Until Grantor issues the Certificate with regard to the completion of the Home, Grantee shall have no right to convey any right, title or interest in the Property without the prior written approval of Grantor, excepting as provided for in Section 8.2 of the Agreement.

Fifth: Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age, handicap, sexual orientation, military status, parental status or source of income in the sale of the Home improving the Property.

Sixth: Grantee shall comply with those certain employment obligations described in Section VII of the Agreement.

The covenants and agreements contained in the covenant numbered Fifth shall remain without any limitation as to time. The covenants and agreements contained in covenants numbered First, Second, Third, Fourth and Sixth shall terminate on the date Grantor issues the Certificate of Compliance with respect to the Property

upon which the pertinent Home is constructed, except that the termination of the covenant numbered Second shall in no way be construed to release Grantee from its obligation to pay real estate taxes and assessments on the Property or any part thereof.

In the event that subsequent to the conveyance of the Property and prior to delivery of the Certificate of Compliance by Grantor with regard to the completion of the Home on the Property, Grantee defaults in or breaches any of the terms or conditions described in Section 6.3(b) of the agreement or covenants of the First and Third in the Deed which have not been cured or remedied within the period and in the manner provided for in the Agreement, Grantor may re-enter and take possession of the Property or portion thereof, terminate the estate conveyed by the Deed to Grantee as well as Grantee's right of title and all other rights and interests in and to the Property conveyed by the Deed to Grantee, and revest title in said Property or portion thereof with the City; provided, however, that said revesting of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage (as defined in the Agreement) for the protection of the holders of the First Mortgage. The Property shall thereafter be developed in accordance with the terms of the Program and the Agreement, including but not limited to, Section 6.3(d) of the Agreement.

Notwithstanding any of the provisions of the Deed or the Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of the First Mortgage or a holder who obtains title to the Property as a result of foreclosure of the First Mortgage shall not be obligated by the provisions of the Deed or the Agreement to construct or complete the construction of the pertinent Home or guarantee such construction or completion, nor shall any covenant or any other provision in the Deed or the Agreement be construed to so obligate such holder. Nothing in this section or any section or provision of the Agreement or the Deed shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon other than those permitted in the Program.

In accordance with Section 4.8 of the Agreement, after the substantial completion of construction of the Home improving the Property (as evidenced by, and based solely on, the issuance of the Conditional Certificate or Final Certificate by the Inspector), and provided that Developer has performed all of its other contractual obligations pursuant to the provisions contained in the Agreement and the objectives of the Program, Grantor shall furnish Grantee with an appropriate instrument in accordance with the terms of the Agreement ("Certificate of Compliance"). The Certificate of Compliance shall be issued by the City as a conclusive determination of satisfaction and termination of the covenants contained in the Agreement and Deed with respect to the obligations of Developer and its successors and assigns to complete such Home and the dates for beginning and

completion thereof. The Certificate shall not constitute evidence that Developer has complied with any applicable provisions of federal, state or local laws, ordinances and regulations with regard to the completion of the Home in question, and shall not serve as any "guaranty" as to the quality of the construction of said structure.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed and attested, by the Mayor and by the City Clerk, on or as of the ____ day of _____, 2007.

City of Chicago, a municipal corporation

_____
Richard M. Daley,
Mayor

Attest:

_____
City Clerk

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Miguel del Valle, personally known to me to be the City Clerk of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as Clerk, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2007.

_____
Notary Public

[Seal]

My commission expires: _____.

(Sub)Exhibit "H".
(To Agreement With New Birth-PBI Partnership
Under New Homes For Chicago Program)

Allocation Of City Subsidy Per Unit Type.

1. Up To Three Hundred Fifty Thousand Dollars ($350,000) In Corporate Funds. For household incomes at or below one hundred percent (100%) A.M.I. or one hundred twenty percent (120%) A.M.I., as applicable, Ten Thousand Dollars ($10,000) in Purchase Price Assistance for up to twenty-six (26) affordable single-family homes and Thirty Thousand Dollars ($30,000) in Purchase Price Assistance for up to three (3) affordable Two-Flat Buildings.

2. Up To Seven Hundred Eighty Thousand Dollars ($780,000) In HOME Funds. For up to twenty-six (26) affordable single-family homes, buyers with household incomes between eighty percent (80%) and sixty-one percent (61%) A.M.I. will be eligible to receive up to Twenty Thousand Dollars ($20,000) in Additional Purchase Price Assistance. Buyers with household incomes at or below sixty percent (60%) A.M.I. will be eligible to receive up to Thirty Thousand Dollars ($30,000) in Additional Purchase Price Assistance.

3. Up To Five Hundred Thousand Dollars ($500,000 In DDA Purchase Price Subsidy. Up to Twenty Thousand Dollars ($20,000) in DDA Purchase Price Subsidy assistance for all Homes (including the MR-Homes), subject to Section 4.5(b)(4).

(Sub)Exhibit "J".
(To Agreement With New Birth-PBI Partnership
Under New Homes For Chicago Program)

Inspector's Certificate.

Architect's Certificate For Payment.

In accordance with the Contract Documents, based on-site observations and the date comprising the above application, the undersigned Architect certifies to the City of Chicago that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the Amount Certified. This Certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified: $_____

Architect:

By: _____

(Sub)Exhibit "K".
(To Agreement With New Birth-PBI Partnership
Under New Homes For Chicago Program)

Final Sales Pricing Of Units.
(Exclusive Of Upgrades And Extras)

Cost Summary for a Homebuyer of a Single-Family Home at or below one hundred percent (100%) A.M.I.:

Sales Price:	$195,000
Available Purchase Price Subsidy:	10,000
Available DDA Purchase Price Subsidy:	20,000
Cost to Buyer:	$165,000

Cost Summary for a Homebuyer between eighty percent (80%) and sixty-one percent (61%) A.M.I.:

Sales Price:	$195,000
Available Purchase Price Subsidy:	10,000
Available HOME Purchase Price Subsidy:	20,000
Available DDA Purchase Price Subsidy:	20,000
Cost to Buyer:	$145,000

Cost Summary for a Homebuyer at or below sixty percent (60%) A.M.I.:

Sales Price:	$195,000
Available Purchase Price Subsidy:	10,000
Available HOME Purchase Price Subsidy:	30,000
Available DDA Purchase Price Subsidy:	20,000
Cost to Buyer:	$135,000

Note: The above tables are for illustrative purposes only. The availability of all subsidies is subject to the terms and conditions of the Redevelopment Agreement.

Exhibit "B".
(To Ordinance)

City Lots.

Project Information.

Sites.
(Page 1 of 2)

Street Address	PIN	Lot Size	Ownership	Zoning	SF	Two Flat
6512 S. Morgan	20-20-219-026	37.5x124.57	City	RS-3	1	
6518 S. Morgan	20-20-219-029	25x124.57	City	RS-3	1	
6552 S. Morgan	20-20-219-041	25x124.57	City	RS-3	1	
6509 S. Morgan	20-20-220-004	25x124.65	City	RS-3	1	
6520 S. Sangamon	20-20-220-033	25x125	City	RS-3		
6524 S. Sangamon	20-20-220-034	25x125	City	RS-3		1
6549 S. Sangamon	20-20-221-020	25x125	City	RS-3		
6551 S. Sangamon	20-20-221-021	25x125	City	RS-3		1
6610 S. Morgan	20-20-227-022	25x124.57	City	RS-3	1	
6618 S. Morgan	20-20-227-024	37.5x124.57	City	RS-3	1	
6624 S. Morgan	20-20-227-026	25x124.57	City	RS-3	1	
6601 S. Morgan	20-20-228-001	25x124.5	City	RS-3	1	
6645 S. Morgan	20-20-228-017	30.75x125	City	RS-3	1	
900-08 W. Marquette	20-20-229-040	27x125	City	RS-3	1	
6738 S. Sangamon	20-20-404-035	25x125	City	RS-3	1	
6748 S. Sangamon	20-20-404-039	37.5x125	City	RS-3	1	
6703 S. Sangamon	20-20-405-002	25x125	City	RS-3	1	
6725 S. Sangamon	20-20-405-011	25x125	City	RS-3	1	
6727 S. Sangamon	20-20-405-012	25x125	City	RS-3	1	
6751 S. Peoria	20-20-406-019	25x125	City	RS-3	1	
6751 S. Peoria	20-20-406-020	25x125	City	RS-3	1	
6708 S. Green	20-20-406-025	25x125	City	RS-3	1	
6726 S. Green	20-20-406-032	37.5x125	Developer	RS-3	1	
6736 S. Green	20-20-406-036	25x125	City	RS-3	1	
6725 S. Peoria	20-20-406-043	25.25x125	City	RS-3	1	
6725 S. Peoria	20-20-406-044	24.75x125	City	RS-3		
6824 S. Peoria	20-20-413-033	25x125	City	RS-3	1	
6842 S. Peoria	20-20-413-039	25x125	City	RS-3	1	
6854-58 S. Peoria	20-20-413-044	50x125	City	RS-3		1
6805 S. Peoria	20-20-414-002	25x125	City	RS-3	1	
6842 S. Green	20-20-414-034	25x125	City	RS-3	1	
6846 S. Green	20-20-414-036	25x125	City	RS-3	1	
TOTALS					***26***	***3***

Exhibit "B".
(To Ordinance)

City Lots.

Project Information.

Appraisal.
(Page 2 of 2)

Street Address	PIN	Lot Size	Ownership	Appraisal
6512 S. Morgan	20-20-219-026	38x125	City	$47,500
6518 S. Morgan	20-20-219-029	25x125	City	$31,250
6552 S. Morgan	20-20-219-041	25x125	City	$31,250
6509 S. Morgan	20-20-220-004	25x125	City	$31,250
6520 S. Sangamon	20-20-220-033	25x125	City	$31,250
6524 S. Sangamon	20-20-220-034	25x125	City	$31,250
6549 S. Sangamon	20-20-221-020	25x125	City	$31,250
6551 S. Sangamon	20-20-221-021	25x125	City	$31,250
6610 S. Morgan	20-20-227-022	25x125	City	$31,250
6618 S. Morgan	20-20-227-024	38x125	City	$47,500
6624 S. Morgan	20-20-227-026	25x125	City	$31,250
6601 S. Morgan	20-20-228-001	25x125	City	$31,250
6645 S. Morgan	20-20-228-017	31x125	City	$38,750
900-08 W. Marquette	20-20-229-040	27x125	City	$33,750
6738 S. Sangamon	20-20-404-035	25x125	City	$31,250
6748 S. Sangamon	20-20-404-039	38x125	City	$47,500
6703 S. Sangamon	20-20-405-002	25x125	City	$31,250
6725 S. Sangamon	20-20-405-011	25x125	City	$31,250
6727 S. Sangamon	20-20-405-012	25x125	City	$31,250
6751 S. Peoria	20-20-406-019	25x125	City	$31,250
6751 S. Peoria	20-20-406-020	25x125	City	$31,250
6708 S. Green	20-20-406-025	25x125	City	$31,250
6736 S. Green	20-20-406-036	25x125	City	$31,250
6725 S. Peoria	20-20-406-043	25x125	City	$31,250
6725 S. Peoria	20-20-406-044	25x125	City	$31,250
6824 S. Peoria	20-20-413-033	25x125	City	$31,250
6842 S. Peoria	20-20-413-039	25x125	City	$31,250
6854-58 S. Peoria	20-20-413-044	50x125	City	$62,500
6805 S. Peoria	20-20-414-002	25x125	City	$31,250
6842 S. Green	20-20-414-034	25x125	City	$31,250
6846 S. Green	20-20-414-036	25x125	City	$31,250
TOTALS				***$1,058,750.00***

Exhibit "C".
(To Ordinance)

Fee Waivers.

(New Home For Chicago And City Lots For City Living Programs)

Department Of Construction And Permits.

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). The fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Planning And Development.

Open Space Impact fees are not waived. For the New Homes for Chicago or City Lots for City Living Programs, an Open Space Impact Fee of One Hundred Dollars ($100) per unit will be assessed to the developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Water Management.

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water tap are waived. Water liens against City-owned lots only are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes for Chicago or City Lots for City Living Programs.

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as giving notice to nearby property owners if a zoning change is requested, is not waived.

SECTION OF ST. BERNARD-PBI HOUSING, L.L.C. AS PROJECT DEVELOPER AND AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT AGREEMENT AND WAIVER OF CERTAIN FEES FOR PROPERTY WITHIN ENGLEWOOD COMMUNITY AREA UNDER NEW HOMES FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing, the sale of property pursuant to the New Homes for Chicago Program to St. Bernard-PBI Housing, L.L.C. having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City ("City Council"), by ordinance first adopted June 7, 1990 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 17038 -- 17045, as most recently amended and restated by that certain ordinance adopted April 26, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 75201 -- 75212, established the New Homes for Chicago Program ("New Homes Program") to assist with the construction and rehabilitation of new single-family housing and two-flat buildings which shall be affordable to many families; and

WHEREAS, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the construction and rehabilitation of new single-family homes, including single-family detached homes, townhomes, and condominium units in multi-family buildings ("Single-Family Homes"), two-flat buildings ("Two-Flat Buildings") on either privately owned lots ("Private Lots") or lots to be provided by the City; and

WHEREAS, The Department has recommended the selection of St. Bernard-PBI Housing, L.L.C., an Illinois limited liability company (together with any single purpose entity owned and controlled by St. Bernard-PBI Housing, L.L.C., the "Developer"), to participate as a developer under the New Homes Program, subject to this ordinance and the guidelines and restrictions of the New Homes Program; and

WHEREAS, Pursuant to the New Homes Program, the City may provide a subsidy from corporate funds or other legally available funds to cover certain costs associated with the construction and rehabilitation and eligible homebuyers' purchase of the Single-Family Homes or Two-Flat Buildings (the "Purchase Price Subsidy"), and in addition, may grant waivers of City fees and deposits related to new construction and rehabilitation work, and may also expend up to Two Hundred Fifty Thousand Dollars ($250,000) in City general obligation bond proceeds or other legally available funds to complete certain perimeter site improvement work, ("Perimeter Site Improvement Work") if the City determines that such Perimeter Site Improvement Work is necessary, and subject to the availability of such bond proceeds or other legally available funds; and

WHEREAS, Pursuant to the New Homes Program, the City may also, subject to the availability of such funds, provide a homebuyer subsidy ("Additional Purchase Price Subsidy") derived from HOME Investment Partnerships Program grant funds, pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq. (1992) and the regulations promulgated thereto in 24 C.F.R. Part 92 ("HOME Funds"); and

WHEREAS, Pursuant to the New Homes Program, the City may also, subject to the availability of funds, provide a homebuyer subsidy ("DDA Purchase Price Subsidy") derived from funds on deposit in the Affordable Housing Opportunity Fund or other legally available funds; and

WHEREAS, The Department recommends to the City Council that the Developer be selected to participate in the New Homes Program as a developer; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The following proposal for construction of Single-Family Homes and Two-Flat Buildings under the New Homes Program is hereby approved (such proposal, the "Project"):

Developer:	St. Bernard-PBI Housing, L.L.C., an Illinois limited liability company, or a single purpose entity owned and controlled by such limited liability company.
Aggregate Number of Homes:	Up to forty (40) Single-Family Homes and ten (10) at Two-Flat Buildings.
Location:	Englewood community area.
Amount of Purchase Price Subsidy:	Not to exceed Ten Thousand Dollars ($10,000) for each Single-Family Home and Thirty Thousand Dollars ($30,000) for each Two-Flat Building for eligible homebuyers up to one hundred percent (100%) of the Chicago Primary Metropolitan Statistical Area Median Income ("A.M.I.") for Single-Family Homes and up to one hundred twenty percent (120%) of A.M.I. for Two-Flat Buildings, or Seven Hundred Thousand Dollars ($700,000) in the aggregate.
Amount Of Additional Purchase Price Subsidy:	Not to exceed Thirty Thousand Dollars ($30,000) for each Single-Family Home for eligible homebuyers up to sixty percent (60%) of the A.M.I. and not to exceed Twenty Thousand Dollars ($20,000) for each Single-Family Home for eligible homebuyers above sixty percent (60%) and up to eighty percent (80%) A.M.I. or One Million Two Hundred Thousand Dollars ($1,200,000) in the aggregate.
Amount of DDA Purchase Price Subsidy:	Not to exceed Five Hundred Thousand Dollars ($500,000) in the aggregate, or Twenty Thousand Dollars ($20,000) for each Single-Family Home and Two-Flat Building.
Aggregate Purchase Price Subsidy, Additional Purchase Price Subsidy and D.D.A. Purchase Price Subsidy:	Not to exceed Two Million Four Hundred Thousand Dollars ($2,400,000)

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer in substantially the form of Exhibit A attached hereto (the "Redevelopment Agreement"), and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new Single-Family Homes and Two-Flat Buildings by Developer pursuant to the New Homes Program.

SECTION 3. The new homes shall be constructed on the City-owned lots presently owned by the City and to be conveyed to Developer as provided by the New Homes Program, all as more fully described on Exhibit B attached hereto (such City-owned lots, the "City Lots") and on the Private Lots owned by the Developer and also described on Exhibit B. In conjunction with the construction by Developer of the new homes described herein (including new homes constructed on Private Lots), the City: (a) shall waive those certain fees and deposits as more fully described in Exhibit C attached hereto with respect to all homes constructed and, in addition, shall deem all such homes to qualify as "Affordable Housing" for purposes of Section 16-18 of the Municipal Code of Chicago; (b) may expend City general obligation bond proceeds or other legally available funds to complete Perimeter Site Improvement Work if the City, in its sole discretion, determines that such Perimeter Site Improvement Work is necessary to the construction of such new homes, and subject to the availability of such bond proceeds or other legally available funds.

SECTION 4. Except for any market rate homes permitted under the Redevelopment Agreement, all of the Single-Family Homes and Two-Flat Buildings to be constructed by Developer pursuant to this ordinance must be developed and sold to homebuyers meeting the income eligibility requirements of the New Homes Program for a base sales price not to exceed One Hundred Ninety-Five Thousand Dollars ($195,000) for a Single-Family Home and Two Hundred Sixty-Five Thousand Dollars ($265,000) for a Two-Flat Building and must otherwise be developed and sold in conformance with the New Homes Program.

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in accordance with the schedule contained in the Redevelopment Agreement. The Department of General Services is also authorized to execute a right of entry in excess of thirty (30) days but otherwise in its customary form granting the Developer the right to place a trailer on one of the City Lots for purposes of housing an on-site construction office for no consideration in order to assist in the development of the project.

SECTION 6. The Department of Zoning of the City is hereby authorized to permit any administrative reduction or waiver of any required yard restriction concerning the City Lots or Private Lots to the extent such administrative relief is permitted under the Zoning Ordinance of the City, which may be redeveloped by Developer pursuant to the New Homes Program.

SECTION 7. The Commissioner of D.O.H. shall have discretion to modify the terms of this ordinance, the Redevelopment Agreement and the generally applicable New Homes Program requirements in the event that the Commissioner and the Developer mutually agree that the homes constructed pursuant to the Developer's project should be conveyed to homebuyers pursuant to the City's city-wide community land trust initiative ("C.L.T. Initiative"), as described in the program ordinance approved by the City Council on January 11, 2006, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 67997 through 68024. In adapting the terms of this ordinance and the generally applicable New Homes Program requirements for use in such C.L.T. Initiative, the City may, with the Developer's mutual agreement: (a) in lieu of conveying the City Lots to the Developer in fee simple, convey such City Lots to the Chicago C.L.T. (as defined in the C.L.T. Program Ordinance), which shall then lease such City Lots to the Developer under a long-term lease in form and substance acceptable to the C.L.T., the City and the Developer, and cause the Developer, upon completion of construction of a home, to assign its interest under such lease and sell the completed home to the homebuyer; (b) as an alternative to (a), convey the City Lots to the Developer in fee simple, and then cause the Developer, upon completion of construction of the required home(s) and prior to each such lot's conveyance, to record against such lot an affordable housing restrictive covenant and agreement in form and substance acceptable to the C.L.T. and the City, imposing covenants running with the land that shall be binding upon the initial homebuyer and such homebuyer's successors and assigns; (c) eliminate or otherwise modify the New Homes Program recapture provisions if necessary to assure the long-term affordability of such homes, consistent with the C.L.T. Program Ordinance objectives; and (d) make such other modifications as may be necessary or appropriate to further such C.L.T. Program Ordinance objectives.

SECTION 8. 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 9. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. Given the applicable restrictions with respect to maximum sales price and maximum income for the purchasers of New Homes Program and under this ordinance, Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Project or the City Lots or the Private Lots.

SECTION 10. This ordinance shall take effect immediately upon its passage and approval.

Exhibits "A", "B" and "C" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Redevelopment Agreement

New Homes For Chicago Program

St. Bernard-PBI Housing, L.L.C.

This Agreement ("Agreement"), dated as of _____, 2007 is made by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Housing ("DOH") and St. Bernard - PBI Housing, L.L.C., an Illinois limited liability company, having its principal office at c/o Park Bank Initiatives, 1000 E. 111th Street, Chicago, Illinois 60628 ("Developer"). Capitalized terms not otherwise defined herein shall have the meaning given in the Definitions Section.

RECITALS

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The City Council of the City, by Ordinance first adopted June 7, 1990 and published in the Journal of Proceedings of the City Council ("J.O.P.") for such date at pages 17038-17045, and most recently amended and restated April 26, 2006 and published in the J.O.P. for such date at pages 75201-75212, has established the New Homes for Chicago Program (as amended, the "New Homes Program") to assist with the construction of affordable, new, high-quality, owner-occupied housing.

C. Developer has previously submitted an application package to DOH describing its proposal for participation in the New Homes Program by constructing single family housing in the Englewood neighborhood.

D. Based in part on the representations and proposals contained in Developer's application package, the City Council of the City, by Ordinance adopted _____, 2007 and published in the J.O.P. for such date at pages _____ (the "Project Ordinance"), approved the selection of Developer for participation in the New Homes Program and approved the allocation of the subsidies described in Section 4.5(b) to subsidize certain development costs associated with the Project and homebuyers' purchase of Homes.

E. Developer, subject to the terms of the Agreement, shall construct up to forty (40) single family homes ("Single Family Home(s)") and ten (10) two-flat buildings ("Two-Flat Buildings", and, together with the Single Family Homes, the "Homes"). All Homes (excluding the MR-Homes) must be sold to homebuyers meeting the income eligibility requirements of the New Homes Program for a base sales price not to exceed One Hundred Ninety-Five Thousand Dollars ($195,000) for Single Family Homes and Two Hundred Sixty-Five Thousand Dollars ($265,000) for Two-Flat Buildings and must otherwise be developed and sold in conformance with the New Homes Program and this Agreement (the "Project").

F. The Homes shall be constructed on the parcels presently owned by the City ("City Lots") and owned by the Developer ("Private Lots") and listed on Exhibit A attached hereto. Exhibit A also sets forth the fair market value of the City Lots for purpose of Section 4.5(b)(1) below. Certain of the City Lots are located within the boundaries of the Englewood Neighborhood Tax Increment Financing Redevelopment Project Area, (the "Area"). The development of such Lots shall be in accordance with all laws, rules and regulations concerning tax increment financing, including, without limitation, Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 74.4-1 et seq., as amended from time to time. The City Lots and Private Lots are legally described on Exhibit B attached hereto.

G. City Lots with a fair market value of Fifty Thousand Dollars ($50,000) or less may be conveyed by the City to Developer for the sum of One Dollar ($1.00) per City Lot. City Lots with a fair market value in excess of Fifty Thousand Dollars ($50,000) may also be conveyed by the City to Developer in accordance with the procedures described in Section 4.5(b)(1) below. Furthermore, Developer shall also receive waivers of certain City fees and deposits relating to new construction of Homes as described on Exhibit C attached hereto with respect to all Lots (including the Private Lots and Lots on which MR-Homes are constructed).

H. In connection with the development and sale of the Homes, (excluding the MR-Homes), and subject to the terms of this Agreement, the City shall also make available, at the time of the sale of a Home to a homebuyer, the subsidies described in Section 4.5(b), provided, however, that the maximum aggregate subsidies to be made available pursuant to the Agreement shall not exceed the amount set forth therein.

I. Up to the lesser of (i) twenty percent (20%), or (ii) ten (10) (if all fifty (50) Homes are constructed) of the Homes which may be constructed by the Developer pursuant to this Agreement may be sold as MR-Homes.

J. Developer and the City acknowledge that the implementation of the policies and provisions described in the Agreement will be of mutual benefit to the Developer and the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

DEFINITIONS

The following terms shall have the meaning set forth below:

Additional Land Value Lien Amount: Shall have the meaning given in Section 4.5(b)(1).

Affidavits: Those certain affidavits executed by Developer at time of submission of the Project Ordinance, as re-certified to the City, consisting of an economic disclosure statement and affidavit as required by the City in connection with the New Homes Program.

Agreement: Shall have the meaning given in the preamble.

AMI: the Chicago Primary Metropolitan Statistical Area Median income, as determined by DOH.

Budget: Shall have the meaning given in Section 4.5(a).

Certificate: Shall have the meaning given in Section 4.8.

City: Shall have the meaning given in the preamble.

City Junior Mortgage: Shall have the meaning given in Section 4.5(b)(2).

City Lots: Shall have the meaning given in Recital F.

Commissioner: The Commissioner of DOH.

Conditional Certificate: Shall have the meaning given in Section 4.5(e)(ii).

Construction Lender: Shall have the meaning given in Section 4.5(a).

Construction Loan: Shall have the meaning given in Section 4.5(a).

DDA Purchase Price Subsidy: Shall have the meaning set forth in Section 4.5(b)(4).

Deed: Shall have the meaning given in Section 3.1.

Developer: Shall have the meaning given in the preamble, and shall also include the Developer's successors and assigns, as permitted under this Agreement.

DOH: Shall have the meaning given in the preamble.

Escrow: Shall have the meaning given in Section 4.5(c).

Escrow Agreement: Shall have the meaning given in Section 4.5(c).

Escrowee: Shall have the meaning given in Section 4.5(c).

Event of Default: Shall have the meaning given in Section 6.3(b).

Final Certificate: Shall have the meaning given in Section 4.5(e).

Financing: Shall have the meaning given in Section 4.5(a).

First Mortgage: Shall have the meaning given in Section 4.5(a).

First Mortgage Note: Shall have the meaning given in Section 4.5(a).

Home(s): Shall have the meaning given in Recital E.

HOME Homebuyer: Shall have the meaning given in Section 4.5(b)(3).

HOME Additional Purchase Price Subsidy: Shall have the meaning given in Section 4.5(b)(3).

HOME Regulations: Shall have the meaning given in Section 4.5(b)(3).

New Homes Program: Shall have the meaning given in Recital B.

NHFC Account: Shall have the meaning given in Section 3.2.

Inspector: Shall have the meaning given in Section 4.5(d).

Land Value Lien: Shall have the meaning given in Section 4.5(b)(1).

Land Value Lien Amount: Shall have the meaning given in Section 4.5(b)(1).

Lot: A City Lot or a Private Lot.

MR-Homes: Shall mean Homes to be developed and constructed by the Developer as part of the Project that may be sold to homebuyers at a market rate sales price to households that may not meet the eligibility requirements of the New Homes Program.

P.M.S.A.: The Chicago Primary Metropolitan Statistical Area.

Private Lot: Shall have the meaning given in Recital F.

Project: Shall have the meaning given in Recital E.

Project Ordinance: Shall have the meaning given in Recital D.

Purchase Price Subsidy: shall have the meaning given in Section 4.5(b)(2).

Recorder's Office: Shall have the meaning given in Section 3.6.

Schedule: Shall have the meaning given in Section 4.1.

Single Family Home(s): Shall have the meaning given in Recital F.

Title Company: That certain title company selected by Developer and the City pursuant to the terms of the Agreement.

Two-Flat Buildings: Shall have the meaning given in Recital E.

Working Drawings and Specifications: The final working drawings and specifications prepared for Developer with regard to the construction of the Homes, a list of which is attached hereto as Exhibit D.

SECTION I
INCORPORATION OF RECITALS AND DEFINITIONS

The recitations and definitions set forth above constitute an integral part of the 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 II
COVENANTS, REPRESENTATIONS AND WARRANTIES

2.1 Covenants, Representations and Warranties of Developer. To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby covenants, represents and warrants to the City as follows:

(a) Developer is a duly organized and existing limited liability company in good standing or existence under the laws of the State of Illinois. Developer agrees that its operating agreement insomuch as it affects the performance of Developer pursuant to the terms of this Agreement, shall not be modified or amended without the express written consent of the DOH.

(b) No litigation or proceedings are pending, or are threatened against Developer, or any party affiliated with Developer, which could: (i) adversely affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement; or (ii) adversely materially affect the operation or financial condition of Developer.

(c) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any party affiliated with Developer is a party or may be bound or affected, or a violation of any law, regulation or court order which currently affects the Project, any part thereof, any interest therein or the use thereof.

(d) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and to cause Developer to perform the terms and obligations contained herein.

(e) The construction of the Homes and the development of the Project pursuant to the terms of this Agreement will not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting any Lot or any part thereof.

(f) Except as otherwise provided in the Agreement, Developer shall not, without the prior written consent of the DOH, which the DOH may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon any Lot or any portion thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims); (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting any Lot or any portion thereof; or (iii) enter into any transaction not in the ordinary course of business of Developer which materially or adversely affects Developer's ability to perform its obligations under the terms of the Agreement.

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

(h) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-020 of the Municipal Code of Chicago.

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

(j) Neither Developer 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 law, rule, regulation, order or judgment: The Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used herein, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in

concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(k) Developer has agreed to comply with the terms of: (1) those certain covenants described in Section V below; (2) the Affidavits; and (3) the employment obligations described in section VII below.

(l) Developer shall at all times prior to the issuance of a Final Certificate carry and maintain the insurance coverages and amounts described on Exhibit E.

2.2 **Representations and Warranties of the City.** To induce Developer to execute the Agreement and perform its obligations hereunder, the City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois and the Project Ordinance to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.

2.3 **Survival of Covenants, Representations and Warranties.** Developer agrees that all of its covenants, representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement are true as of the execution date of the Agreement and will be true in all material respects at all times hereafter, except with respect to matters which from time to time are or have been disclosed in writing to and approved by the other party.

SECTION III
CONVEYANCE OF THE CITY LOTS

3.1 **Form of Deed.** The City shall convey to Developer fee simple title to each City Lot (upon the request of Developer pursuant to the terms of the Agreement) by quitclaim deed substantially in the form attached hereto as Exhibit F ("Deed"). The conveyance and title of each City Lot, in addition to the provisions of the Agreement, shall, without limiting the quitclaim nature of the Deed, be subject to the following ("Permitted Exceptions"):

1. Covenants and restrictions set forth in the Deed.
2. Schedule B exceptions in the title policy described in Section 3.3.
3. General real estate taxes.
4. Easements of record and not shown of record.
5. Such defects which cannot reasonably be cured but will not affect the use, marketability and insurability of the City Lots.
6. Title objections caused by Developer.
7. The Land Value Lien, this Agreement and the right of reverter retained in this Agreement.

In addition, each City Lot shall be conveyed to Developer with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of Developer, at its sole expense, to investigate and determine the soil and environmental condition existing in each City Lot. At the City's request,

such investigation shall at the minimum consist of a Phase I environmental assessment and a soil test or, in the alternative, an engineering test subsequent to excavation of the City Lot. If the soil conditions are not in all respects entirely suitable for construction of a Home, then it shall be the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil and environmental condition of each City Lot in a condition entirely suitable for such intended use. If Developer's soil or environmental testing reveals soil conditions or environmental contamination and Developer is able to demonstrate, to the reasonable satisfaction of the DOH, that the cost of any corrective action or environmental clean-up of the City Lot will cause the ceiling base price for the proposed Single Family Home to exceed the sum of $195,000 or the ceiling base price of a Two Flat Building to exceed the sum of $265,000 (before taking into any Purchase Price Subsidy, HOME Purchase Price Subsidy and DDA Purchase Price Subsidy contemplated under this Agreement), then: (a) if such soil testing occurs before the conveyance of the City Lot, said City Lot shall not be conveyed to Developer; or (b) if such soil testing occurs after the conveyance of the City Lot, Developer may re-convey said City Lot to the City. Concurrent with any said reconveyance, Developer agrees to: (a) restore the City Lot to its condition immediately prior to the commencement of any testing conducted by or on behalf of Developer (said obligation to restore the City Lot does not include any requirement of Developer to undertake any landscaping of the City Lot), and (b) provide the City with copies of any and all soil and environmental reports prepared on behalf of Developer with regard to the City Lot. If any City Lot is re-conveyed by Developer to the City in accordance with the terms of this Section 3.1, the City shall be under no obligation to remedy the soil or environmental condition of the City Lot, and such reconveyance shall be for One Dollar ($1.00).

3.2 **Conveyance of the City Lots.** Before the City shall deliver a Deed to Developer for any City Lot, and before any construction may commence on any Lot, DOH shall have reviewed and approved the following closing deliveries (fully executed and acknowledged, where applicable), each of which, unless waived in writing by DOH, shall be a condition precedent to the City's obligation to deliver any Deed:

(a) Working Drawings and Specifications for each model of Home to be constructed (as described in Section 4.2 below);
(b) Developer's Budget;
(c) Developer's Financing;
(d) the building permit received by the Developer with regard to the construction of the Home on the Lot;
(e) this Agreement, which shall constitute the Land Value Lien instrument securing the Land Value Lien Amount and any Additional Land Value Lien Amount (City Lots only);
(f) a certified copy of the contract between Developer and its general contractor, and all executed contracts covering the completion of the Project from the major subcontractors, if available;
(g) the condition of title with regard to the Lot;
(h) a final plat of survey for the Lot certified by a licensed engineer showing all easements, encroachments and containing a legal description of the Lot;
(i) a certificate of good standing for the Developer from the State of Illinois, a certificate of incumbency identifying Developer's current officers and

including specimen signatures, copy of the Developer's operating agreement and consents authorizing the Developer's performance of its obligations under this Agreement;

(j) Internal Revenue Service taxpayer identification numbers;

(k) originals of the Construction Loan documents or evidence of Financing acceptable to the DOH;

(l) Developer's written request for the conveyance of the specified City Lot(s);

(m) such transfer tax declarations, ALTA statements and similar customary transaction documents as may be necessary to consummate the conveyance;

(n) the Escrow Agreement; and

(o) where appropriate, as decided by DOH and the Developer, a plat of subdivision of the City Lots (and if applicable, any Private Lots).

The Escrowee shall also have received the following documents submitted by the City (if required by the Escrowee): (a) one copy of this Agreement; and (b) a certified copy of the Project Ordinance Subject to the Developer's satisfaction of the conditions precedent described above in Section 3.2(a) through (n) above, the City shall deliver to the Escrowee the Deed, and, if applicable, a check for the City's initial deposit (if any) of the Purchase Price Subsidy, which shall be deposited in a separate Escrow subaccount subject to the City's sole control (the "NHFC Account"). The City shall thereafter deposit the balance of Purchase Price Subsidy funds, any HOME Additional Purchase Price Subsidy funds and any DDA Purchase Price Subsidy funds on a mutually-agreed upon schedule.

If the conditions described in this Section 3.2 (a) through (n) are not achieved by Developer for the construction of the first Home in the Project within three (3) months of the execution date of this Agreement (except in the instance of the occurrence of any Permitted Delay described in Section 6.2 below), then the Agreement, at the option of the City, shall become null and void and the City shall be under no further obligation to Developer. The City shall have no obligation to convey any further City Lots or provide any subsidies pursuant to this Agreement after the date that is twenty-four (24) months after the date of the approval of this Agreement by the City Council of the City, provided, however, that the commissioner of DOH may, in the Commissioner's sole discretion, extend such twenty-four (24) month period one time for a period of up to twelve (12) additional months.

3.3 Title Insurance. Upon the conveyance of each City Lot, the Developer shall obtain at the Developer's sole expense, title insurance from the Title Company, consisting of an Owner's Policy ALTA form B (1987), dated as of the date of conveyance, insuring the title of Developer with regard to the City Lot, subject only to the reservations and exceptions provided in this Section 3 and such endorsements as it may require. The City agrees to use reasonable efforts to assist Developer in obtaining said endorsements.

3.4 Real Estate Taxes. The City shall take all appropriate steps to secure the exemption or waiver of general real estate taxes due and payable prior to the date of recording of the Deed to the extent such an exemption or waiver may be obtained through the City's preparation of a so-called "216(e) Letter" or the filing to vacate a tax sale in error. If general real estate taxes attributable to the period of the City's ownership first appear after a conveyance of the City Lots to

the Developer, the City shall cooperate with the Developer by taking the actions desribed in the preceding sentence, but in no event shall the City be required to pay any such real estate taxes. If any general real estate taxes for a City Lot cannot be so cleared, the City shall be under no further obligation and the Developer may either elect to close and accept conveyance of the City Lot subject to such general real estate taxes or decline to accept such City Lot. Developer shall also be responsible for payment of all real estate taxes payable after the recording of said Deed.

3.5 No Substitution of Lots. If the City cannot clear tax liens or other exceptions to title in a manner suitable for purposes of the Agreement, or Developer's investigation of the soil and environmental condition leads Developer to refuse the conveyance of said Lots (or to re-convey said City Lots to the City) then the City shall have no duty to provide substitute lots for development under this Agreement. Moreover, under no circumstances, shall the City be compelled by Developer, with regard to any City Lot, to remedy any tax lien, title exception, or soil or environmental condition described in this Section 3.

3.6 Recordation of Deed. The Developer shall promptly file each Deed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") and pay all recording costs.

SECTION IV
THE CONSTRUCTION OF THE PROJECT

4.1 Schedule of Construction Progress. Developer shall construct the Homes on the Lots in accordance with that certain construction timetable schedule dated as of _____, 2007 ("Schedule"), prepared by Developer, approved by the DOH, and attached hereto as Exhibit G. The Schedule represents an estimate of the number of Homes to be completed by Developer by the expiration of certain time periods within the twenty-four (24) month time frame for commencement and completion of the Project as described further in Section 4.7 below. If Developer's construction of Homes falls short of its completion obligations under the Schedule, certain of the City Lots (and the corresponding amount of subsidies allocated to the Project pursuant to Section 4.5(b)) may be released from the terms of this Agreement and thereafter may be made available to the City for alternative redevelopment plans.

Developer covenants that the Homes shall be constructed in accordance with the Working Drawings and Specifications. Upon completion of the construction of each Home, the City shall issue to Developer the Certificate pursuant to Section 4.8.

4.2 Working Drawings and Specifications. The preliminary Working Drawings and Specifications dated _____, 2007, containing the preliminary plans and drawings with regard to the construction of each model of Home, are approved by the DOH and listed on Exhibit D attached hereto. Within thirty (30) days of the execution date of the Agreement, Developer shall submit to the DOH for its approval Developer's proposed final Working Drawings and Specifications with regard to each model of Home. The DOH shall have thirty (30) days within which to approve or reject said drawings and specifications. If the DOH rejects the Working Drawings and Specifications, Developer shall have sixty (60) days in order to correct such

documents and resubmit them to the DOH for its approval. The DOH shall thereafter have thirty (30) days within which to approve or reject the corrected documents. Upon the approval of the DOH, said Working Drawings and Specifications shall constitute the final Working Drawings and Specifications.

If, after executing this Agreement, the Developer desires to construct a different type of model Home than that reflected in the Working Drawings and Specifications listed on Exhibit D attached hereto, Developer shall submit to the DOH Working Drawings and Specifications for said model. The DOH shall have thirty (30) days within which to approve or reject said Working Drawings and Specifications. If the DOH rejects the Working Drawings and Specifications, Developer shall have sixty (60) days in order to correct such documents and resubmit them to the DOH for approval. Upon the approval of the DOH, said Working Drawings and Specifications shall constitute final Working Drawings and Specifications.

The Working Drawings and Specifications shall conform to the terms of the Agreement, the New Homes Program, and all applicable federal, state and local laws, ordinances and regulations, including, without limitation, the Zoning Ordinance of the City of Chicago, Title 17, Municipal Code of Chicago, the current edition of the Model Energy Code published by the Council of American Building Officials, and the housing quality standards contained in 24 C.F.R. Section 882.109.

Any material amendment to the Working Drawings and Specifications must be submitted to the DOH for its approval, which approval shall not be unreasonably withheld or delayed.

4.3 Preparation of the Lots; General Requirements. Developer and the City acknowledge that some of the Lots may have "atypical" conditions (sunken lot and other site elevation problems, ingress and egress problems, parking problems, and/or issues concerning the location of the Homes vis-a-vis existing buildings located on the parcels adjacent to the Lots) which dictate that special consideration should be given to the construction of Homes on such Lots. These "atypical" conditions do not include matters which are routinely considered by the City's Department of Buildings with regard to the issuance of building permits. Accordingly, prior to the commencement of construction of the Project, a representative of Developer and the DOH shall conduct a site visit of each of the Lots listed on Exhibit A to determine if any special, "atypical" conditions exist. Those lots shall be deemed as "Special Lots" for purposes of the Agreement.

Prior to the commencement of construction by Developer on any Special Lot, the DOH must approve a site-specific, final plat of survey (including grading elevations) identifying the proposed location of the model type, showing the resolution of any elevation, ingress/egress, parking and location issues. Subject to the limitations in Section 4.5(b), the City may provide the assistance described therein to remedy such atypical conditions.

In addition, prior to the commencement of construction on any of the Lots, the environmental effect of the development and construction of the Project must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and implementing regulations contained in 24 C.F.R. Parts 50 and 58. In such regard, the City may grant to Developer a right of

entry to the City Lots for the purpose of allowing Developer's architects and engineers to inspect each City Lot and to investigate the soil and environmental condition existing in each City Lot.

Construction and development of any of the Homes shall be in accordance with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821 et seq, and the corresponding regulations contained in 24 C.F.R. Part 35. In addition, Developer shall comply with the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001-4128).

4.4 Limited Applicability of DOH's Approval. Any approvals of the Working Drawings and Specifications made by the DOH are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance or code of the City, nor does any approval by the DOH pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the Homes. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project.

4.5 Financing and Constructing the Project.

(a) Budget. Concurrent with the execution of the Agreement by Developer and its delivery to the City, Developer shall deliver to the DOH for its approval a written budget ("Budget") for the construction of the Homes. Developer shall also submit to the DOH a description of Developer's financing ("Financing"), which shall include the amount of Developer's equity in the Project and evidence of: (i) a commitment for adequate financing ("Commitment") obtained from a financial institution or lender, specifying the source and the amount of the loan, length of the term and the applicable interest rate, or (ii) evidence of a line of credit or other funding source necessary to fund the construction of the Homes. Within seven (7) business days of receipt, the DOH shall review and approve or reject the Financing, and the Commitment. The Financing shall be subject and subordinate to the terms and conditions of the Agreement.

Provided that the Commitment is approved by the City, Developer shall obtain financing from the lender identified in the Commitment ("Construction Lender") to permit the construction of the Project ("Construction Loan"). The Construction Lender shall be permitted to secure and evidence its loan by a mortgage ("First Mortgage") and mortgage note ("First Mortgage Note") encumbering the Lots. The Construction Loan funds shall be disbursed pursuant to the Escrow described in Section 4.5(c) below.

(b) City's Incentives.

(1) Sales Price. Subject to all of the terms, covenants and conditions of the Agreement, the City shall convey each City Lot for the consideration of One Dollar ($1.00) if the fair market value of the City Lot is Fifty Thousand Dollars ($50,000) or less. For purposes of the Agreement, the "fair market value" for each City Lot has been established as of the execution date of the Agreement and is listed on Exhibit A attached hereto. The Developer acknowledges that upon the recording of this Agreement, the City shall have a lien against each City Lot conveyed pursuant hereto (including City Lots on which a MR-HOME is built) in the amount of the fair market value of such City Lot, as set forth on Exhibit A (the "Land Value Lien"). The fair market value of a particular

City Lot, up to the first $50,000 in value (the "Land Value Lien Amount") shall be added to and included in the amount of monies secured by this Agreement and the City Junior Mortgage and potentially due and owing under such instruments. The amount by which the fair market value of a City Lot exceeds the sum of $50,000 (if any) (such excess amount, the "Additional Land Value Lien Amount") shall also be secured by this Agreement and the City Junior Mortgage and subject to the special repayment provisions described in the following paragraph.

After the recording of this Agreement, and prior to a City Lot's conveyance to a homebuyer, the Land Value Lien Amount and any Additional Land Value Lien Amount shall not amortize and shall be immediately be due and payable to the City if the City Lot is sold, or refinanced except as expressly contemplated and permitted under this Agreement and the City Junior Mortgage. When a City Lot is conveyed to a homebuyer, the lien of this Agreement shall be released and be replaced by the lien of the City Junior Mortgage. The Land Value Lien Amount shall thereafter reduce in four equal installments on each anniversary date of such conveyance, and after the fourth anniversary date shall be zero. The Additional Land Value Lien Amount shall not amortize, but shall be an amount potentially due and owing the City calculated as the Additional Land Value Lien Amount, plus interest thereon at an annual rate of three percent (3%), from the date of such conveyance. The principal amount of and any accrued interest on the Additional Land Value Lien Amount shall become due upon the sale or refinancing (except a refinancing in an amount equal to or less than the homebuyer's purchase price for the Home) of said Home during the forty (40) year period commencing on the date of such conveyance; provided, however, that if the subsequent homebuyer meets the income eligibility requirements of the New Homes Program, such purchaser may assume the obligations of the Land Value Lien as to such Additional Land Value Lien Amount for the balance of such forty (40) year term. The Land Value Lien, as initially evidenced by this Agreement and then evidenced by the City Junior Mortgage, shall be junior to the lien of any construction loan mortgage and any First Mortgage, and any subsequent purchase money mortgage obtained by any a homebuyer of a Home (if such homebuyer is income-eligible under the New Homes Program), and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

Up to the lesser of (i) twenty percent (20%), or (ii) ten (10) (if all fifty (50) Homes are constructed) of the Homes which may be constructed by Developer pursuant to this Agreement may be sold as MR-Homes. As indicated above, the fair market value of any City Lot on which an MR-Home is constructed shall be secured by and included in the amount of monies secured by and potentially due and owing the City pursuant to the City Junior Mortgage, which the homebuyers for any such MR-Home shall execute at the time they purchase such MR-Home.

(2) Purchase Price Subsidy. The City shall grant a Purchase Price Subsidy in an amount not to exceed the sum of Seven Hundred Thousand Dollars ($700,000) in the aggregate to cover hard construction costs of certain of the Homes. The Purchase Price Subsidy shall not exceed the sum of Ten Thousand Dollars ($10,000) per Single Family Home or Thirty Thousand Dollars ($30,000) per Two-Flat Building, and shall only be available to homebuyers whose household incomes are less than or equal to one hundred percent (100%) of the AMI (as to Single Family Homes) and one hundred twenty percent (120%) of AMI (as to Two-Flat Buildings). The specific amount of Purchase Price Subsidy to be allocated to each model type of Home is described further on Exhibit H attached hereto.

The Purchase Price Subsidy shall be disbursed to Developer at the closing of the sale of each Home to the initial homebuyer, but only if that Developer: (a) obtains from the City the Certificate; (b) conveys the Home to an eligible homebuyer as described in Section 5.3 below; (c) complies with the covenants described in Section 5.1 below; and (d) provides the initial homebuyer with an Owner's Policy ALTA form B (1987) policy of title insurance issued by the Title Company, dated as of the closing date in the amount of the purchase price.

Developer shall advise each initial homebuyer that such homebuyer shall be required to execute and record at the time of the homebuyer's closing (and the Developer shall attach as an exhibit to the homebuyer's sales contract) a mortgage, security and recapture agreement in favor of the City (the "City Junior Mortgage"), in the form of Exhibit I to this Agreement, which shall also include the homebuyer's covenant to use the Home as the homebuyer's principal residence, and shall secure all amounts described in this Agreement as being subject to recapture or repayment . The amount of any Purchase Price Subsidy provided with respect to a Home shall be secured by the City Junior Mortgage and shall be repaid by the homebuyer to the City in accordance with its terms if the Home is sold or refinanced (except in an amount equal to or less than the homebuyer's purchase price for the Home) by the initial homebuyer within four (4) years of purchase. The City Junior Mortgage shall be subordinate to the lien in favor of the homebuyer's permanent purchase mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(3) HOME Additional Purchase Price Subsidy. Homebuyers purchasing a Single Family Home (other than an MR-Home) and whose household incomes are at or below 80% of the AMI (hereafter, a "HOME Homebuyer") may request from the City, by application to the DOH, a financial subsidy ("HOME Additional Purchase Price Subsidy") derived from an allocation to the City of HOME Investment Partnerships Program grant funds, pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701 et seq. (1992) and the regulations promulgated thereto in 24 C.F.R. Part 92 (such regulations, the "HOME Regulations"). The amount of HOME Additional Purchase Price Subsidy available for a particular HOME Homebuyer shall not exceed the amount of Twenty Thousand Dollars ($20,000) per HOME Homebuyer whose household income range is between 61% to 80% of the AMI, and the amount of Thirty Thousand Dollars ($30,000) per HOME Homebuyer whose household income range is up to 60% of the AMI.

Subject to the availability of HOME Additional Purchase Price Subsidy Funds, the HOME Additional Purchase Price Subsidy shall be provided to the HOME Homebuyer at the closing of the sale of the Single Family Home to the HOME Homebuyer, but only if the Developer: (a) obtains from the City the Certificate; (b) conveys the Single Family Home to a HOME Homebuyer described in this Section and Section 5.3 below; (c) complies with the covenants described in Section 5.1 below; and (d) provides the HOME Homebuyer with an Owner's Policy ALTA form B (1987) policy of title insurance issued by the Title Company, dated as of the closing date in the amount of the purchase price. The HOME Additional Purchase Price Subsidy funds provided to a particular HOME Homebuyer shall be wired to the Title Company at closing, in accordance with the Escrow Agreement.

Developer shall advise said HOME Homebuyer and it shall be a condition of such sale, that the HOME Homebuyer must execute: (a) the City Junior Mortgage in favor of the City, which shall

secure, among other things, an amount equal to the HOME Additional Purchase Price Subsidy received by the HOME Homebuyer, which shall incorporate any additional requirements of the HOME Regulations, and which shall also include the HOME Homebuyer's covenant to use the Home as the homebuyer's principal residence. The HOME Additional Purchase Price Subsidy secured by the City Junior Mortgage shall be repaid in the event that the Single Family Home is sold by the HOME Homebuyer within the applicable affordability period (as prescribed by the HOME Regulations). If, however, the mortgage obtained by the HOME Homebuyer from the permanent lender is insured by the FHA, the affordability period shall be extended to conform to the terms of the FHA-insured mortgage, as is required under the HOME Regulations. The City Junior Mortgage lien shall be subordinate to the lien in favor of the HOME Homebuyer's purchase money mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(4) **DDA Purchase Price Subsidy**. If DOH determines that either the Englewood neighborhood in which the Homes are to be built, or a portion thereof, is a difficult to develop area within the meaning of Section 7(e) of the New Homes Program ordinance, the Developer may request that the City provide homebuyers purchasing a Home (including MR-Homes and Homes built on Private Lots) with a homebuyer assistance subsidy in an amount not to exceed Twenty Thousand Dollars ($20,000) (the "DDA Purchase Price Subsidy"). In no event, however, shall the maximum aggregate DDA Purchase Price Subsidy paid under this Agreement exceed Five Hundred Thousand Dollars ($500,000). DOH's approval of such DDA Purchase Price Subsidy request shall be in DOH's sole discretion. Subject to such DOH approval and the availability of DDA Purchase Price Subsidy funds, the DDA Purchase Price Subsidy shall be provided to the homebuyer at the closing of the sale of the Home, but only if the Developer satisfies the conditions precedent to the disbursement of the HOME Purchase Price Subsidy, described in clauses (a), (c) (excluding Section 5.1(a) of this Agreement, which is incorporated by reference in said clause (c)) and (d) of Section 4.5(b)(3), as conditions also applicable to the disbursement of the DDA Purchase Price Subsidy. The DDA Purchase Price Subsidy funds provided to a particular homebuyer shall be funded at closing, in accordance with the Escrow Agreement.

Developer shall advise homebuyers receiving a DDA Purchase Price Subsidy that such homebuyers must execute the City Junior Mortgage in favor of the City, which shall secure, among other things, an amount equal to the DDA Purchase Price Subsidy received by the homebuyer. The DDA Purchase Price Subsidy amount secured by the City Junior Mortgage shall decline by twenty-five percent (25%) on each anniversary of the homebuyer's closing date and, after the fourth anniversary date, shall be zero. The City Junior Mortgage lien shall be subordinate to the lien in favor of the homebuyer's purchase money mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(5) **Waiver of City Fees.** In conjunction with the construction by Developer of the Homes (including the MR-Homes) the City shall waive those certain fees and deposits as described in Exhibit C attached hereto.

(6) **Perimeter Site Improvements**. In connection with the construction by Developer of the Homes, the City may expend City general obligation bond proceeds or other legally available

funds, up to a maximum amount of $5,000 per Lot, or $250,000 in the aggregate, to complete Perimeter Site Improvement Work if the City, in its sole discretion, determines that such work is necessary to the construction of such new Homes, and subject to the availability of such bond proceeds or other legally available funds.

(c) Escrow. Prior to the commencement of construction of any Home, Developer and the City shall execute an escrow agreement ("Escrow Agreement") and open an escrow account ("Escrow") held by an institutional escrowee ("Escrowee") mutually acceptable to the parties. The Escrow shall be used to convey City Lots and disburse City subsidies pursuant to the terms of the Agreement. The respective rights, liabilities and duties of the Escrowee are contained in the Agreement. If any conflict exists between the terms of the Agreement and the Escrow Agreement or any other instructions or other documents affecting the Escrow, the terms and provisions of the Agreement shall govern.

(d) Review of Construction Progress. During the construction of the Project, Developer shall submit to the City for its review any documentation relating to the construction work, including, without limitation, all additional building permits issued, an Owner's sworn statement and the general contractor's sworn statement.

During the construction of the Project by Developer, the Developer shall cause the Construction Lender to employ, at the sole expense of Developer, an inspecting architect ("Inspector") (other than the architect who prepared the Working Drawings and Specifications) acceptable to the DOH, to review for the parties all activities undertaken with regard to the construction of the Home. If no Construction Lender exists (or if the Construction Lender does not wish to hire the Inspector), then the DOH, at the sole expense of Developer, shall utilize an Inspector which has been previously approved by the DOH.

The scope of the Inspector's work shall be contained in the terms of the contract between the Inspector and the Construction Lender, or the Inspector and the DOH, as the case may be, and shall include inter alia, providing a certification for the benefit of the Construction Lender and the DOH on the form attached hereto as Exhibit J that the construction of said Home complies with the Working Drawings and Specifications. The Inspector shall notify the DOH and the Construction Lender of any discrepancies between the Working Drawings and Specifications and the actual construction of any Home, and shall provide the DOH with a copy of each and every Inspector's certification. The receipt by the DOH of the Inspector's Conditional Certificate shall be a condition precedent to the disbursement of the applicable amount of Purchase Price Subsidy to Developer and, if applicable, any HOME Additional Purchase Price Subsidy funds. A representative of the DOH shall have the right, but not the obligation, to accompany the Inspector during his inspection of the progress of the construction of the Homes .

(e) Homebuyer Closings and Disbursement of Subsidies. As long as Developer is not in material default in the due, prompt and complete performance or observance of any of its covenants or obligations contained in the Agreement, the conveyances of Homes and disbursement of Section 4.5(b) may proceed to closing provided the following conditions precedent are satisfied:

(i) Developer and the homebuyer shall have complied with the applicable provisions described in Section 4.5(b), including, the execution of the City Junior Mortgage;

(ii) The Inspector shall have delivered to the City its conditional certificate for said Home (including MR-Homes) in the form of Exhibit J, conditioned and subject only to the completion of punch list items or such other items agreed to by the City, the Inspector and Developer ("Conditional Certificate");

(iii) The City shall have issued its Certificate in accordance with Section 4.8 below;

(iv) Developer, in the form of an owner's sworn statement and the general contractor's sworn statement, shall have submitted to the Escrowee and the Inspector affirmative proof that there are no materialmen's liens or claims exist affecting the Home (including MR-Homes), or that Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims; provided, however, that the Title Company shall have received from Developer acceptable waivers or releases of lien covering at least seventy five percent (75%) of the hard construction costs associated with the construction of the Home;

(v) Developer shall have submitted to the City a copy of the Owner's sworn statement and the general contractor's sworn statement describing all construction costs for the Home(including MR-Homes); and

(vi) Developer shall have furnished to the City one (1) copy of an "as-built" survey showing the location of all completed improvements, including all walks, drives and other on-site appurtenances and improvements, showing site elevations, and showing no encroachments by any such improvements across the boundary lines of the Lot; and

(vii) The DOH shall have issued a letter to Developer that the homebuyer meets the income eligibility requirements of the New Homes Program (excluding MR-Homes).

Developer shall be obligated to complete those items listed on the Conditional Certificate (including the punch list items) in a timely and expeditious manner subsequent to the closing. The City reserves the right to request that Developer deposit or reserve with the Escrowee funds (or in lieu thereof, deliver to the Escrowee a letter of credit) in an amount to pay for the cost of such incomplete work, including, without limitation, any landscaping or other work that was not completed prior to closing because of weather-related conditions. Once such work has been completed, the Inspector shall conduct an on-site inspection in order to facilitate the issuance of a final certificate indicating that construction of the Home is complete ("Final Certificate"). Any funds retained by the Escrowee pursuant to this paragraph shall not be released until a copy of the Final Certificate is delivered to the Escrowee and the DOH.

Developer does also certify and agree that it shall not take its fee until the closing for the sale of a Home (including MR-Homes) to a homebuyer.

4.6 Relocation of Utilities. If Developer requests the relocation, repair or replacement of any existing City utility lines in order to construct a Home, such utilities shall be relocated at Developer's sole expense. The DOH shall assist Developer in obtaining the cooperation of any City agency with regard to the relocation, repair or replacement of existing utility lines. Under no circumstances shall the City pay for any such relocation, repair or replacement costs. In addition, Developer shall be solely responsible for the payment of any costs associated with the repair, replacement or relocation of any private utility lines necessary to construct a Home.

4.7 Commencement and Completion of the Project. Developer, subject to the occurrence of Permitted Delays described in Section 6.2 below, shall commence with the construction of the Project within three (3) months of the execution date of the Agreement. Except as otherwise provided in the Agreement, Developer shall complete the Project within twenty-four (24) months from the date City Council of the City approves this agreement. Developer, its successors and assigns, shall promptly begin and diligently complete the Project within such time periods. The Commissioner of DOH, in the Commissioner's sole discretion, may extend the completion date one time upon the Developer's written request, for a period of up to eighteen (18) additional months.

4.8 Certificate of Compliance. As each Home (including MR-Homes) is substantially completed in accordance with the Working Drawings and Specifications (as evidenced by the issuance of the Inspector's Conditional Certificate or Final Certificate, as the case may be) and Developer has performed all of its other obligations under this Agreement, including without limitation, the closing conditions precedent specified in Section 4.5(e) above, the DOH, upon written request by Developer, shall furnish Developer with an appropriate compliance certificate ("Certificate"). The Certificate shall be evidence the Developer's compliance with respect to its obligation to construct such Home in accordance with the terms of this Agreement. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Home and furthermore, shall not serve as any "guaranty" as to the quality of the construction of said structure.

The Certificate shall be in recordable form and shall be delivered by the DOH to the Escrowee at the closing conveying the Home from Developer to the initial homebuyer. Once the Certificate is recorded with the Recorder's Office, the Agreement shall no longer encumber the Lot.

4.9 Prohibition Against Unpermitted Encumbrances. Prior to the City's issuance of the Certificate for a Home (including MR-Homes)on a particular Lot, neither Developer nor any successor in interest to the Lot shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon said Lot; provided, however, that Developer, after receiving the prior written consent of the City, may mortgage the Lot for the purpose of obtaining the Construction Loan or other financing source as described in Section 4.5(a) above to the extent necessary to construct the Home. Notwithstanding the above, no mortgage may be recorded against a City Lot until such City Lot is conveyed to Developer.

4.10 Mortgagees Not Obligated to Construct. Notwithstanding any of the provisions of the Agreement, no holder of a mortgage authorized by the Agreement (including any holder who obtains title to a City Lot as a result of foreclosure proceedings, or action in lieu therefor), shall be

obligated to construct or complete the construction of any Home on the City Lot, or to guarantee such construction or completion. However, any such holder shall take its lien or hold such title subject to this Agreement and must devote the City Lot to those uses or improvements provided for or permitted in the New Homes Program and this Agreement. If the Construction Lender, due to a default by Developer obtains possession or title to any of the City Lots by foreclosure or deed in lieu of foreclosure, the Construction Lender may request that the City make the subsidies described in Section 4.5(b) available in order to construct or to complete the Homes on said Lots and convey such homes to homebuyers, as originally contemplated, provided that this Agreement shall not be binding upon any Private Lot(s) following a foreclosure or deed in lieu of foreclosure until the Construction Lender requests a financial subsidy provided for under this Agreement with respect to such Private Lot(s). The City shall not unreasonably withhold its consent to such a request, so long as the Construction Lender complies with the terms and conditions of the Agreement. In such event, the Construction Lender shall be required to execute such economic disclosure documents as the City deems appropriate.

Whenever the City shall deliver a notice or demand pursuant to Section 6.3(a), the City shall at the same time forward a copy of such notice or demand to any Construction Lender identified in Section 8.8. After the expiration of any applicable cure period, each such Construction Lender shall have the right, at its option, to remedy such default within an additional thirty (30) day cure period.

Whenever the Construction Lender shall deliver a default notice or demand to Developer under the Construction Loan documents, it shall at the same time forward a copy of such notice or demand to the City at the addresses listed in Section 8.8 below. After the expiration of any applicable cure period, the City shall have the right, at the City's option, to remedy such default within an additional thirty (30) day cure period.

SECTION V
CONVEYANCE OF THE HOMES

5.1 Developer's Covenants for Participation in the New Homes Program.

(a) Sales Price. Developer acknowledges and affirms the objectives of the City with regard to the creation of the New Homes Program as a means of achieving the construction of affordable, new, high quality, owner-occupied housing within the corporate boundaries of the City. Developer affirmatively covenants that it shall sell and convey each Home for a base price per model, as set forth on Exhibit K, attached hereto, but in no event shall said base price for a particular Single Family Home exceed the sum of $195,000, or the base price for a Two-Flat Building exceed $265,000, such amounts being the current inflation-adjusted price limit under the New Homes Program. Developer's projected final sales pricing of the various models of the Homes to be constructed by Developer are described on Exhibit K. The parties acknowledge that said base price does not include options described on Exhibit L attached hereto which may be desired by individual homebuyers. The parties further acknowledge that said base prices may further be slightly adjusted due to inflation, upon the written agreement of the parties. The sales prices for MR-Homes are not subject to the provisions described in this paragraph.

(b) Compliance with Fair Housing and Non-Discrimination Laws. Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the design, marketing and sale of any Home constructed by Developer pursuant to the terms of the Agreement, and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to non-discrimination in the sale and marketing of housing, including, without limitation, the Fair Housing Act, 42 U.S.C. sec. 3601-20 et seq. (1988) and implementing regulations at 24 C.F.R. Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 C.F.R., 1958-1963 Comp., p. 652 and 3 C.F.R., 1980 Comp., p. 307)(Equal Opportunity in Housing) and implementing regulations at 24 C.F.R. Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)(Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 C.F.R. Part 1; 42 U.S.C. sec. 1982 (1988), and sections 17-19 of Article I of the Constitution of the State of Illinois; the Age Discrimination Act of 1975, 42 U.S.C. sect. 6101-07, and implementing regulations at 24 C.F.R. Part 146, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and implementing regulations at 24 C.F.R. Part 8.

(c) Warranty of Habitability. At the closing for the conveyance of a Home from Developer to an initial homebuyer, Developer shall deliver to said homebuyer a warranty of habitability in the form of Exhibit M attached hereto. Said warranty of habitability shall have a duration of one year and shall be deemed to run with the land.

5.2 Marketing. Developer shall comply with the affirmative marketing requirements described in Section 5.1(b) above. In addition, Developer shall comply with the marketing plan which has been approved by the DOH and is attached hereto as Exhibit N, and to utilize solely those marketing materials which have been approved by the DOH either prior to or subsequent to the execution date of the Agreement with regard to the marketing of the Homes (including MR-Homes) to prospective homebuyers. Developer also agrees to place on at least one of the Lots a sign stating that the Home was (or shall be) constructed by Developer pursuant to the New Homes Program.

5.3 Income Eligibility Standards. Every potential homebuyer in conjunction with the homebuyer's execution of a purchase contract for the purchase of a Home (excluding MR-Homes), must be approved in writing by the DOH as meeting the income eligibility standards of the New Homes Program. Developer must provide the DOH with any and all information required by the DOH to confirm such homebuyer's income eligibility. The DOH shall have ten (10) business days from the date of receipt of a "complete information package" (which shall include, by means of illustration and not limitation, the W-2 forms from the initial homebuyer's employer(s), U.S. 1040 income tax returns for the previous two years, an affidavit or verification from the homebuyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association within which to qualify potential homebuyers. (Including those purchasing MR-Homes)

5.4 Pre-Purchase Qualification. Developer shall refer each prospective homebuyer for pre-purchase counseling, which shall be offered either by the DOH, a qualified community organization or lending institution. Each homebuyer must participate in pre-purchase counseling, and provide the DOH with a certificate or other evidence of participation.

SECTION VI
PERFORMANCE

6.1 Time of the Essence. Time is of the essence of the Agreement.

6.2 Permitted Delays. Neither the City, Developer, or any successor in interest to Developer, shall be considered in breach of its obligations to commence or complete the Project in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, any delays or halts in the construction of the Homes, compelled by court order, acts of God, acts of the public enemy, acts of the United States or other governmental body, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, vandalism, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the permitted delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such delay.

6.3 Breach.

(a) Generally. If the Developer defaults in the performance of its obligations under the Agreement, the Developer shall, upon written notice from the City, commence to immediately cure or remedy such default but, in any event, by not later than thirty (30) days after receipt of such notice (or such other cure period, if any, as may be expressly provided for in Section 6.3(b)). If the default is not cured within such thirty (30) day period (or such other cure period), the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance.

(b) Event of Default. For purposes of the Agreement, the occurrence of any one or more of the following, which is not cured by the specified cure period, if any, shall constitute an "Event of Default":

(1) Any warranty, representation or statement made or furnished by Developer is not true and correct, or any covenant is not complied with in any material respect; (30 day cure period); or

(2) Any petition or proceeding is filed by Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing (no cure period) or any such petition or proceeding is involuntarily filed and not vacated, stayed or set aside (60 day cure period); or

(3) Failure of Developer to finalize the Working Drawings and Specifications in accordance with Section 4.2 (30 day cure period); or

(4) If Developer fails to commence or complete construction of a Home or the Homes (including the nature of and the dates of the beginning and completion thereof) or

abandons or substantially suspends construction work of any Home (30 day cure period); or

(5) If Developer conveys any Home (excluding MR-Homes) to a homebuyer in excess of the consideration described in Section 5.1 above, or conveys any Home to a homebuyer ineligible to participate in the New Homes Program (no cure period); or

(6) Developer fails to comply with the non-discrimination covenants in Section 5.2 above with regard to the marketing and sale of the Homes (including MR-Homes) constructed by Developer (30 day cure period); or

(7) Failure of Developer to pay real estate taxes or assessments affecting any Lots (accruing after the date of conveyance by the City to Developer with respect to the City Lots) when due, or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Lots or any part thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or encumbrances), and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge; (30 day cure period); or

(8) The occurrence of an event of default within the context of the First Mortgage, if any, which is not cured within the applicable time periods, if any, contained therein; or

(9) The financial statements of Developer are not complete in all material respects or do not accurately present the assets, liabilities, results of operations and financial condition of Developer or there is a material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent financial statements; (30 day cure period); or

(10) Developer makes or causes to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to any City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract in violation of Chapter 2-156-120 of the Municipal Code of Chicago; (no cure period); or

(11) Any assignment, pledge, encumbrance, transfer or other disposition is made in violation of Section 8.2 below (no cure period).

(c) Prior to Commencement of Construction. If prior to the commencement of construction of any Home, an Event of Default occurs, the City may immediately terminate this Agreement and institute any action or proceeding at law or in equity against Developer.

(d) After Commencement of Construction Until Issuance of Certificate. If after commencement of construction by Developer of a Home on any City Lot but before the City issues its Certificate for such Home, an Event of Default occurs, the City may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer. In such event, Developer shall have no further right or interest regarding any City Lot not conveyed to Developer prior to the default.

In addition, the City shall have the right to re-enter and take possession of each City Lot previously conveyed, to terminate the Developer's title to such City Lots and all other rights and interests of Developer to said Lots and any improvements constructed thereon, and revest title in said City in the City without any compensation whatsoever to Developer; provided, however, that such condition subsequent and revesting of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage.

Upon such revesting of title to the City Lots in the City, the DOH may complete the construction of any Homes on the City Lots, including, if necessary, the hiring of an alternative contractor to complete the construction. Upon completion of construction, the DOH shall employ its best efforts to convey the Homes (subject to the First Mortgage liens described above, if any) to a homebuyer under the New Homes Program(excluding MR-Homes), and in accordance with all applicable federal, state and local laws, ordinances and regulations. In the event a First Mortgage encumbers the City Lot on which the Home is built, then at the closing of the conveyance of such Home, the net sales proceeds from the sale of the Home shall be applied to repay an allocable share of the unpaid principal of the First Mortgage attributable to said City Lot and the interest accrued thereon due and payable as of the date of conveyance. When the City sells all of the Homes in accordance with the provisions described in this paragraph, then upon repayment of all amounts under the First Mortgage any remaining proceeds shall be distributed pursuant to Section 6.3(e) below. In the alternative, the City may allow the Construction Lender to enter into possession of such Lots and cause the completion of construction of the Homes so long as the Construction Lender complies with the terms and provisions of the Agreement.

(e) Distribution of Sale Proceeds. Upon the sale of all of the Homes by the City pursuant to Section 6.3(d) above, the proceeds from said conveyance(s) shall be utilized first to reimburse the City for:

(1) costs and expenses incurred by the City with regard to the reconveyance of the Lots, management of the Lots, and the subsequent conveyance of the Lots to the Homebuyers;

(2) all taxes, assessments, and water and sewer charges paid with respect to the Lots;

(3) any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens against the Lots;

(4) any expenditures made or obligations incurred with respect to the construction and maintenance of any Homes constructed on the Lots;

(5) any other amounts owed to the City by Developer, its successors or transferees under this Agreement, or otherwise; and

(6) any remaining sums shall be delivered to Developer.

(f) After Conveyance. If an Event of Default occurs under Section 6.3(b)(5) or Section 6.3 (b)(6), then the City shall have the right to institute a suit for injunctive relief against Developer, or alternatively, at the option of the City solely with regard to an Event of Default under Section 6.3(b)(5), Developer, within twenty (20) days after the receipt of written notice of default from the City, shall deliver the sum of one and one/half times the amount by which the sales price exceeds the permitted consideration described in Section 5.1, per violation to the City, said sum representing an amount of liquidated damages and not a penalty.

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

6.5 Indemnity. Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs), suffered or incurred by the City (except due to the negligence of the City) arising from or in connection with: (i) the failure of Developer to perform its obligations under the Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with the construction of the Homes (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens and encumbrances); (iii) a material misrepresentation or material omission in Developer's application to participate in the New Homes Program or in the Agreement which is the result of information supplied or omitted by Developer or by agents, employees, contractors, subcontractors, or persons acting under the control or at the request of Developer; (iv) the failure of Developer to redress any misrepresentations or omissions in the Agreement or any other agreement relating hereto; (v) any activity undertaken by Developer on any of the City Lots or any part thereof; and (vi) any claim or cost relating to any soil or environmental condition existing at, or created by Developer on, any City Lot.

6.6 Access to the Lots. Any duly authorized representative of the City shall, at all reasonable times, have access to any Lot, or part thereof, from the execution date of the Agreement until the City issues its Certificate with regard to the completion of the Home on the Lot, for the purpose of confirming Developer's compliance with this Agreement.

6.7 City's Right to Inspect Records. Until the date that is three years after the date on which the City issues its Certificate with regard to the completion of the final Home, the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating to the Project, including, without limitation, Developer's loan statements, the construction manager's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices

of Developer for inspection, copying, audit and examination by any duly authorized representative of the City; provided, however, that the City shall provide Developer with at least two (2) business days' written notice of any proposed inspection of Developer's books and records.

SECTION VII
DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

A. No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code of Chicago, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

B. Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

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

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

E. Failure to comply with the employment obligations described in this Section 7.1 shall be a basis for the City to pursue remedies under the provisions of Section 6 above.

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

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

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

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

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

Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of the DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least

three (3) years after final acceptance of the work constituting the Project as evidenced by the issuance of the Certificate for the last Home constructed by Developer.

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

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

When work at the Project is completed, in the event that the City has determined that Developer and the other Employers failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance it is agreed that 1 / 20 of 1 percent (.05%), 0.0005, of the aggregate hard construction costs set forth in the Budget (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer and/or the other Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer and/or the other Employers or employee to prosecution. Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

Developer shall cause or require the provisions of this Section 7.2 to be included in all construction contracts and subcontracts related to the Project.

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 7.3, during the course of the Project, at least the following percentages of the MBE/WBE budget to be approved by DOH's monitoring staff shall

be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):

(1) At least 24 percent by MBEs.
(2) At least four percent by WBEs.

(b) For purposes of this Section 7.3 only:

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

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 7.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DOH.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project,

a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on five Business Days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 7.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 7.3. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 7.3, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 7.3 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 7.3, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION VIII
MISCELLANEOUS PROVISIONS

8.1 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect

thereto. It shall not be modified, amended or changed in any material manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. The term "material" for the purpose of this Section 8.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or substantially changes the character of the Project or any activities undertaken by Developer affecting the Project, or increases any time agreed for performance by either party by more than thirty (30) days.

8.2 Assignability and Transfer. Unless permitted under Section 4.9 above, prior to the City's issuance of the Certificate with regard to the completion of a Home (including MR-Homes), the Developer shall not assign, transfer or convey any right, title or interest in the Lot on which such Home is constructed. Notwithstanding the above, Developer may sign purchase contracts with initial homebuyers prior to the issuance of the Certificate. In addition, Developer may convey its right, title and interest to any of the Lots to a land trust formed under the laws of the state of Illinois and of which Developer is the sole beneficiary; provided, however, that the City must receive prior notification of such transfer accompanied by a certified copy of the land trust agreement, and the City, Developer and the land trustee shall execute a document granting the City the irrevocable right to approve the land trust documents.

8.3 Conflict of Interest - City's Representatives Not Individually Liable. Prior to the issuance of the Certificate by the City with regard to the completion of the final Home, no member of any City board, commission or agency, or official or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This prohibition shall include those public officials who have exercised any functions or responsibilities with respect to this Project or the New Homes Program or who are in a position to participate in a decision making process or gain inside information with regard to the Project or the New Homes Program or may obtain a financial interest or benefit from this Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds therefore, either for themselves or those with whom the officials have family or business ties, during the tenure or employment of said public officials and for a period of one year thereafter. The foregoing shall not be deemed to exclude employees of the City who meet the requirements of the New Homes Program from purchasing Homes for their primary residences, and who are able to do so pursuant to an ordinance passed by the City Council of the City. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

8.4 Survival. All representations and warranties contained in the Agreement shall survive execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

8.5 Mutual Assistance. The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

8.6 Cumulative Remedies. The remedies of the City hereunder are cumulative and the exercise of any one or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of the City unless specifically so provided herein.

8.7 Disclaimer. No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or limited liability company, or of joint venture, or of any association or relationship involving the City.

8.8 Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City: Commissioner
Department of Housing
33 N. LaSalle Street
Chicago, Illinois 60602
Attn: Deputy Commissioner,
Developer Services

with a copy to: Corporation Counsel
City of Chicago
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Real Estate Division

If to Developer: At the address given in the preamble
Attn: Saul Klibanow

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

8.10 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and, where applicable, the laws of the United States of America.

8.11 References to Statutes. All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars.

8.12 Recordation of the Agreement. Upon execution of the Agreement by the parties, the City shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

8.13 No Third Party Beneficiary. The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the First Mortgagee, and their successors in interest in the Project and no other person or party may assert against the City or claim the benefit of such approval or certificate.

8.14 Successors and Assigns. The terms of the Agreement shall be binding upon the City and Developer, and the Developer's successors and assigns.

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

8.16 Counterparts. The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

8.17 Executive Order 2005-1. Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

Developer agrees that it shall not: (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.

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

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

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

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (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 of the City of Chicago.

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

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

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) 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
(E) 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. a 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.

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

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

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

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

8.20. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Amendment is executory, Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Amendment, constitutes a breach of and an event of default under this Amendment, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement

Officer. Such breach and default entitles the City to all remedies under the Amendment, at law or in equity. This section does not limit the Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Amendment. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Amendment, and may further affect the Developer's eligibility for future contract awards.

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

CITY OF CHICAGO,
an Illinois municipal corporation

By: _____
John G. Markowski
Commissioner
Department of Housing

St. Bernard - PBI Housing, L.L.C.
an Illinois limited liability company

By: _____
Name

_____
Title

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

GIVEN under my hand and notarial seal this ____ day of _____, 2007.

_____
Notary Public

(SEAL)

My Commission expires _____.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of St. Bernard - PBI Housing, L.L.C.,, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such _____, he signed and delivered the said instrument, pursuant to authority given by the members of the company as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2007.

_____
Notary Public

(SEAL)

My Commission expires _____.

[(Sub)Exhibits "B", "C", "D", "E", "G", "I", "L", "M" and "N" referred to in this Agreement with St. Bernard-PBI Housing, L.L.C. under New Homes for Chicago Program unavailable at time of printing.]

(Sub)Exhibits "A", "F", "H", "J" and "K" referred to in this Agreement with St. Bernard-PBI Housing, L.L.C. under New Homes for Chicago Program read as follows:

(Sub)Exhibit "A".
(To Agreement With St. Bernard-PBI Housing, L.L.C. Under New Homes For Chicago Program)

Project Information.
Sites.

(Page 1 of 2)

Street Address	PIN	Lot Size	Ownership	Zoning	SF	Two Flat
6720 S Parnell	20-21-303-012	35 x 128	City	RT-4	3	
6722 S Parnell	20-21-303-013	50 x 128	City	RT-4		
6748-6750 S Parnell	20-21-303-016	50 x 128	City	RT-4	1	
6744 S Parnell	20-21-303-022	50 x 115	City	RT-4	1	
6745 S Parnell	20-21-304-011	37 x 120	City	RT-4	4	
6747 S Parnell	20-21-304-012	27 x 120	City	RT-4		
6749-55 S Parnell	20-21-304-013	50 x 120	City	RT-4		
6716-6716 S Normal	20-21-304-042	46 x 145	City	RT-4		1
6705 S Normal	20-21-305-004	25 x 132	Developer	RT-4	1	
6709 S Normal	20-21-305-005	25 x 132	Developer	RT-4	1	
6701 S Stewart	20-21-400-001	51 x 143	City	RT-4	2	
6705 S Stewart	20-21-400-002	40 x 143	City	RT-4		
335 W Marquette	20-21-400-009	33.5 x 171	Developer	RT-4	4	
333 W Marquette	20-21-400-010	25 x 171	City	RT-4		
331 W Marquette	20-21-400-011	40 x 171	Developer	RT-4		
327 W Marquette	20-21-400-012	40 x 171	Developer	RT-4		
315-319 W Marquette	20-21-400-014	80 x 171	City	RT-4	3	
309 W Marquette	20-21-400-015	33.5 x 171	Developer	RT-4		
6723-6725 S Stewart	20-21-400-022	43 x 178	City	RT-4		1
6727 S Stewart	20-21-400-041	10 x 178	City	RT-4		
340 W Normal Pkwy	20-21-400-030	50 x 178	City	RT-4	5	
336 W Normal Pkwy	20-21-400-031	50 x 178	City	RT-4		
328-34 W Normal Pkwy	20-21-400-032	60 x 178	City	RT-4		
318-20 W Normal Pkwy	20-21-400-034	50 x 178	City	RT-4		
6640 S Parnell	20-21-126-034	50 x 135.6	Developer	RT-4	2	
6654-56 S Parnell	20-21-126-037	50 x 135.6	Developer	RT-4	2	
531 W 66th St	20-21-127-005	33 x 150	Developer	RT-4		1
513-515 W 66th St	20-21-127-009	50 x 150	Developer	RT-4	1	
524 W 66th Pl	20-21-127-018	32 x 117	Developer	RT-4	1	
428 W 66th Pl	20-21-129-011	25 x 117	Developer	RT-4	1	
424 W 66th Pl	20-21-129-013	25 x 117	Developer	RT-4	1	
418 W 66th Pl	20-21-129-015	25 x 117	Developer	RT-4	1	
416 W 66th Pl	20-21-129-016	17 x 117	Developer	RT-4		1
6624 S Stewart	20-21-129-023	48 x 96.83	Developer	RT-4		1
6639 S Normal	20-21-130-004	32 x 143	Developer	RT-4	1	
423 W 66th Pl	20-21-130-008	30 x 142	Developer	RT-4	2	
421 W 66th Pl	20-21-130-009	33.33 x 142	Developer	RT-4		
414 W Marquette	20-21-130-025	50 x 140	Developer	RT-4		1
417 W 66th Pl	20-21-130-026	50 x 142	Developer	RT-4		1
6651-59 S Stewart	20-21-214-013	98 x 166	Developer	RT-4	3	
6600 S Yale	20-21-215-011	50 x 187	Developer	RT-4		1
6616 S Yale	20-21-215-014	49.5 x 187	Developer	RT-4		1
6636-38 S Yale	20-21-215-018	49.5 x 187	Developer	RT-4		1
TOTALS					***40***	***10***

(Sub)Exhibit "A".
(To Agreement With St. Bernard-PBI Housing, L.L.C. Under New Homes For Chicago Program)

Appraisal.

(Page 2 of 2)

Street Address	PIN	Lot Size	Ownership	Appraisal
6720 S Parnell	20-21-303-012	35 x 128	City	$44,800
6722 S Parnell	20-21-303-013	50 x 128	City	$64,000
6748-6750 S Parnell	20-21-303-016	50 x 128	City	$64,000
6744 S Parnell	20-21-303-022	50 x 115	City	$57,500
6745 S Parnell	20-21-304-011	37 x 120	City	$44,400
6747 S Parnell	20-21-304-012	27 x 120	City	$32,400
6749-55 S Parnell	20-21-304-013	50 x 120	City	$60,000
6716-6716 S Normal	20-21-304-042	46 x 145	City	$66,700
6701 S Stewart	20-21-400-001	51 x 143	City	$72,930
6705 S Stewart	20-21-400-002	40 x 143	City	$57,200
333 W Marquette	20-21-400-010	25 x 171	City	$42,750
315-319 W Marquette	20-21-400-014	80 x 171	City	$136,800
6723-6725 S Stewart	20-21-400-022	43 x 178	City	$76,540
6727 S Stewart	20-21-400-041	10 x 178	City	$17,800
340 W Normal Pkwy	20-21-400-030	50 x 178	City	$89,000
336 W Normal Pkwy	20-21-400-031	50 x 178	City	$89,000
328-34 W Normal Pkwy	20-21-400-032	60 x 178	City	$106,800
318-20 W Normal Pkwy	20-21-400-034	50 x 178	City	$89,000
				$1,211,62

(Sub)Exhibit "F".
(To Agreement With St. Bernard-PBI Housing, L.L.C.
Under New Homes For Chicago Program)

Quitclaim Deed.

Grantor, the City of Chicago, an Illinois municipal corporation ("Grantor"), having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602, for and in consideration of One and no/100 Dollars ($1.00) pursuant to ordinance adopted by the City Council on _____, 2006 (published in the *Journal of the Proceedings of the City Council of the City of Chicago* at pages _____ through _____) conveys and quitclaims, to St. Bernard-P.B.I. Housing, L.L.C., an Illinois limited liability company ("Grantee"), having its principal office at Park Bank Initiatives, 1000 East 111th Street, Chicago, Illinois 60628, all interest and title of Grantor in the following described real property ("Property"):

[See (Sub)Exhibit A Attached To This Quitclaim Deed.]

This Transfer Is Exempt Under The Provisions Of The Real Estate Transfer Tax Act, 35 ILCS 200/31-45(B) And 35 ILCS 200/31-45(E) And Section 3-33-060.B And Section 3-33-060.E Of The Municipal Code Of Chicago.

Further, this quitclaim deed ("Deed") is made and executed upon, and is subject to certain express conditions and covenants hereinafter contained, said conditions and covenants being a part of the consideration for the Property and are to be taken and construed as running with the land, and grantee hereby binds itself and its successors, assigns, grantees and lessees to these covenants and conditions, which covenants and conditions are as follows:

First: Grantee shall devote the Property only to the uses authorized by Grantor and specified in the applicable provisions of: (i) The New Homes For Chicago Program, initially approved by the City Council of the City of Chicago by ordinance adopted June 7, 1990, as amended from time to time, ("Program"), and (ii) that certain agreement known as "Redevelopment Agreement, New Homes For Chicago Program, St. Bernard-PBI Housing, L.L.C." entered into between Grantor and Grantee as of _____ 2007 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on _____, 2007 as document Number _____ ("Agreement"). Specifically, in accordance with the terms of

the Agreement, Grantee shall construct a single-family home ("Single-Family Home") on the Property to be sold to the initial homebuyer for a price not to exceed the ceiling base price (excluding options or extras) of One Hundred Ninety-five Thousand Dollars ($195,000), or a two-flat building ("Two-Flat Building", and together with a Single-Family Home, a "Home") on the Property to be sold to the initial homebuyer for a ceiling base price (excluding options or extras) of Two Hundred Sixty-five Thousand Dollars ($265,000) all as further described in Section 4.5(b)(l) and Section 5.1 of the Agreement. Grantee shall advise each initial homebuyer and such homebuyer shall be required to execute and record at the time of the homebuyer's closing the City Junior Mortgage described in the Agreement.

Second: Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due. Prior to the issuance by Grantor of a Certificate of Compliance (as hereafter defined) with regard to the Property, Grantee shall not encumber the Property, or portion thereof, except to secure financing solely to obtain the First Mortgage (as such term is defined in the Agreement). Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the Property or portion thereof until Grantor issues a Certificate of Compliance with respect to the completion of the Single-Family Home on the Property (unless Grantee has taken such appropriate action to cause the Title Company (as such term is described in the Agreement) to insure over any title encumbrances caused by such liens or claims).

Third: Grantee shall construct the Home on the Property in accordance with the terms of the Agreement. Grantee shall diligently proceed with the construction of such Home to completion, which construction shall commence within three (3) months from the date of conveyance of the Deed by Grantor to Grantee, and shall be completed by Grantee within the time frame described in the Agreement.

Fourth: Until Grantor issues the Certificate with regard to the completion of the Home, Grantee shall have no right to convey any right, title or interest in the Property without the prior written approval of Grantor, excepting as provided for in Section 8.2 of the Agreement.

Fifth: Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age, handicap, sexual orientation, military status, parental status or source of income in the sale of the Home improving the Property.

Sixth: Grantee shall comply with those certain employment obligations described in Section VII of the Agreement.

The covenants and agreements contained in the covenant numbered Fifth shall remain without any limitation as to time. The covenants and agreements contained in covenants numbered First, Second, Third, Fourth and Sixth shall terminate on the date Grantor issues the Certificate of Compliance with respect to the Property upon which the pertinent Home is constructed, except that the termination of the covenant numbered Second shall in no way be construed to release Grantee from its obligation to pay real estate taxes and assessments on the Property or any part thereof.

In the event that subsequent to the conveyance of the Property and prior to delivery of the Certificate of Compliance by Grantor with regard to the completion of the Home on the Property, Grantee defaults in or breaches any of the terms or conditions described in Section 6.3(b) of the Agreement or covenants First and Third in the Deed which have not been cured or remedied within the period and in the manner provided for in the Agreement, Grantor may re-enter and take possession of the Property or portion thereof, terminate the estate conveyed by the Deed to Grantee as well as Grantee's right of title and all other rights and interests in and to the Property conveyed by the Deed to Grantee, and revest title in said Property or portion thereof with the City; provided, however, that said revesting of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage (as defined in the Agreement) for the protection of the holders of the First Mortgage. The Property shall thereafter be developed in accordance with the terms of the Program and the Agreement, including but not limited to, Section 6.3(d) of the Agreement.

Notwithstanding any of the provisions of the Deed or the Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of the First Mortgage or a holder who obtains title to the Property as a result of foreclosure of the First Mortgage shall not be obligated by the provisions of the Deed or the Agreement to construct or complete the construction of the pertinent Home or guarantee such construction or completion, nor shall any covenant or any other provision in the Deed or the Agreement be construed to so obligate such holder. Nothing in this section or any section or provision of the Agreement or the Deed shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon other than those permitted in the Program.

In accordance with Section 4.8 of the Agreement, after the substantial completion of construction of the Home improving the Property (as evidenced by, and based solely on, the issuance of the Conditional Certificate or Final Certificate by the Inspector), and provided that Developer has performed all of its other contractual obligations pursuant to the provisions contained in the Agreement and the

objectives of the Program, Grantor shall furnish Grantee with an appropriate instrument in accordance with the terms of the Agreement ("Certificate of Compliance"). The Certificate of Compliance shall be issued by the City as a conclusive determination of satisfaction and termination of the covenants contained in the Agreement and Deed with respect to the obligations of Developer and its successors and assigns to complete such Home and the dates for beginning and completion thereof. The Certificate shall not constitute evidence that Developer has complied with any applicable provisions of federal, state or local laws, ordinances and regulations with regard to the completion of the Home in question, and shall not serve as any "guaranty" as to the quality of the construction of said structure.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereunto duly affixed and attested, by the Mayor and by the City Clerk, on or as of the ____ day of _____, 2007.

City of Chicago, a municipal corporation

By: _____
Richard M. Daley
Mayor

Attest:

_____
City Clerk

State of Illinois)
)SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that Miguel del Valle, personally known to me to be the City Clerk of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the

foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as Clerk, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2007.

_____
Notary Public

[Seal]

My commission expires _____.

(Sub)Exhibit "H".
(To Agreement With St. Bernard-PBI Housing, L.L.C.
Under New Homes For Chicago Program)

Allocation Of City Subsidy Per Unit Type.

1. Up To Seven Hundred Thousand Dollars ($700,000) In Corporate Funds. For household incomes at or below one hundred percent (100%) A.M.I. or one hundred twenty percent (120%) A.M.I., as applicable, Ten Thousand Dollars ($10,000) in Purchase Price Assistance for up to forty (40) affordable single-family homes and Thirty Thousand Dollars ($30,000) in Purchase Price Assistance for up to ten (10) affordable two-flat buildings.

2. Up To One Million Two Hundred Thousand Dollars ($1,200,000) In HOME Funds. For up to forty (40) affordable single-family homes, buyers with household incomes between eighty percent (80%) and sixty-one percent (61%) A.M.I. will be eligible to receive up to Twenty Thousand Dollars ($20,000) in Additional Purchase Price Assistance. Buyers with household incomes at or below sixty percent (60%) A.M.I. will be eligible to receive up to Thirty Thousand Dollars ($30,000) in Additional Purchase Price Assistance.

3. Up To Five Hundred Thousand Dollars ($500,000) In DDA Purchase Price Subsidy. Up to Twenty Thousand Dollars ($20,000) in DDA Purchase Price Subsidy assistance for all Homes (including the MR-Homes), subject to Section 4.5(b)(4).

(Sub)Exhibit "J".
(To Agreement With St. Bernard-PBI Partnership, L.L.C.
Under New Homes For Chicago Program)

Inspectors Certificate.

Architect's Certificate For Payment.

In accordance with the Contract Documents, based on-site observations and the date comprising the above application, the undersigned Architect certifies to the City of Chicago that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the Amount Certified. This Certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified: $_____

Architect:

By: _____

(Sub)Exhibit "K".
(To Agreement With St. Bernard-PBI Housing, L.L.C.
Under New Homes For Chicago Program)

Final Sales Pricing Of Units.

(Exclusive Of Upgrades And Extras)

Cost Summary for a Homebuyer of a Single-Family Home at or below one hundred percent (100%) A.M.I.:

Sales Price:	$195,000
Available Purchase Price Subsidy:	10,000
Available DDA Purchase Price Subsidy:	20,000
Cost to Buyer:	$165,000

Cost Summary for a Homebuyer Between eighty percent (80%) and sixty-one percent (61%) A.M.I.:

Sales Price:	$195,000
Available Purchase Price Subsidy:	10,000
Available HOME Purchase Price Subsidy	20,000
Available DDA Purchase Price Subsidy:	20,000
Cost to Buyer:	$145,000

Cost Summary for a Homebuyer At or below sixty percent (60%) A.M.I.:

Sales Price:	$195,000
Available Purchase Price Subsidy:	10,000
Available HOME Purchase Price Subsidy:	30,000
Available DDA Purchase Price Subsidy:	20,000
Cost to Buyer:	$135,000

Note: The above tables are for illustrative purposes only. The availability of all subsidies is subject to the terms and conditions of the Redevelopment Agreement.

Exhibit "B".
(To Ordinance)

List Of City Lots And Private Lots.

Project Information.

Sites.

Street Address	PIN	Lot Size	Ownership	Zoning	SF	Two Flat
6720 S Parnell	20-21-303-012	35 x 128	City	RT-4	3	
6722 S Parnell	20-21-303-013	50 x 128	City	RT-4		
6748-6750 S Parnell	20-21-303-016	50 x 128	City	RT-4	1	
6744 S Parnell	20-21-303-022	50 x 115	City	RT-4	1	
6745 S Parnell	20-21-304-011	37 x 120	City	RT-4	4	
6747 S Parnell	20-21-304-012	27 x 120	City	RT-4		
6749-55 S Parnell	20-21-304-013	50 x 120	City	RT-4		
6716-6716 S Normal	20-21-304-042	46 x 145	City	RT-4		1
6705 S Normal	20-21-305-004	25 x 132	Developer	RT-4	1	
6709 S Normal	20-21-305-005	25 x 132	Developer	RT-4	1	
6701 S Stewart	20-21-400-001	51 x 143	City	RT-4	2	
6705 S Stewart	20-21-400-002	40 x 143	City	RT-4		
335 W Marquette	20-21-400-009	33.5 x 171	Developer	RT-4	4	
333 W Marquette	20-21-400-010	25 x 171	City	RT-4		
331 W Marquette	20-21-400-011	40 x 171	Developer	RT-4		
327 W Marquette	20-21-400-012	40 x 171	Developer	RT-4		
315-319 W Marquette	20-21-400-014	80 x 171	City	RT-4	3	
309 W Marquette	20-21-400-015	33.5 x 171	Developer	RT-4		
6723-6725 S Stewart	20-21-400-022	43 x 178	City	RT-4		1
6727 S Stewart	20-21-400-041	10 x 178	City	RT-4		
340 W Normal Pkwy	20-21-400-030	50 x 178	City	RT-4	5	
336 W Normal Pkwy	20-21-400-031	50 x 178	City	RT-4		
328-34 W Normal Pkwy	20-21-400-032	60 x 178	City	RT-4		
318-20 W Normal Pkwy	20-21-400-034	50 x 178	City	RT-4	2	
6640 S Parnell	20-21-126-034	50 x 135.6	Developer	RT-4	2	
6654-56 S Parnell	20-21-126-037	50 x 135.6	Developer	RT-4		1
531 W 66th St	20-21-127-005	33 x 150	Developer	RT-4	1	
513-515 W 66th St	20-21-127-009	50 x 150	Developer	RT-4	1	
524 W 66th Pl	20-21-127-018	32 x 117	Developer	RT-4	1	
428 W 66th Pl	20-21-129-011	25 x 117	Developer	RT-4	1	
424 W 66th Pl	20-21-129-013	25 x 117	Developer	RT-4	1	
418 W 66th Pl	20-21-129-015	25 x 117	Developer	RT-4		1
416 W 66th Pl	20-21-129-016	17 x 117	Developer	RT-4		
6624 S Stewart	20-21-129-023	48 x 96.83	Developer	RT-4		1
6639 S Normal	20-21-130-004	32 x 143	Developer	RT-4	1	
423 W 66th Pl	20-21-130-008	30 x 142	Developer	RT-4	2	
421 W 66th Pl	20-21-130-009	33.33 x 142	Developer	RT-4		
414 W Marquette	20-21-130-025	50 x 140	Developer	RT-4		1
417 W 66th Pl	20-21-130-026	50 x 142	Developer	RT-4		1
6651-59 S Stewart	20-21-214-013	98 x 166	Developer	RT-4	3	
6600 S Yale	20-21-215-011	50 x 187	Developer	RT-4		1
6616 S Yale	20-21-215-014	49.5 x 187	Developer	RT-4		1
6636-38 S Yale	20-21-215-018	49.5 x 187	Developer	RT-4		1
TOTALS					***40***	***10***

Exhibit "C".
(To Ordinance)

Fee Waivers.

(New Homes For Chicago And City Lots For City Living Programs)

Department Of Construction And Permits.

Plan review permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). The fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Planning And Development.

Open Space Impact fees are not waived. For the New Homes for Chicago or City Lots for City Living programs, an Open Space Impact fee of One Hundred Dollars ($100) per unit shall be assessed to the developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Water Management.

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water tap are waived. Water liens against City-owned lots only are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes for Chicago or City Lots for City Living programs.

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as giving notice nearby property owners if a zoning change is requested, is not waived.

AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED SALE OF CITY-OWNED PROPERTY AT 321 SOUTH CENTRAL PARK AVENUE TO PEOPLE'S COMMUNITY DEVELOPMENT ASSOCIATION OF CHICAGO FOR CONSTRUCTION OF AFFORDABLE HOUSING UNDER CITY LOTS FOR CITY LIVING PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing amending a previous land sale pursuant to the City

Lots for City Living program to People's Community Development Association of Chicago, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City ("City Council"), by ordinance first adopted October 2, 1995 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date at pages 8086 -- 8089, as most recently amended and restated by that certain ordinance adopted April 26, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 75201 -- 75212, established

the City Lots For City Living Program ("City Lots Program") to assist with the construction of affordable single-family housing ("Single-Family Homes") and two-flat buildings ("Two-Flat Buildings") on lots to be provided by the City; and

WHEREAS, Pursuant to the City Lots Program, the City, acting by and through the Department of Housing ("D.O.H.") may sell City lots with a fair market value of Fifty Thousand Dollars ($50,000) or less to developers for One and no/100 Dollars ($1.00) per City lot (or, at the recommendation of the Commissioner of D.O.H., at a greater discount in the event that multiple housing units will be built upon a single City lot), and in addition, may grant waivers of City fees and deposits related to new construction work, and may also expend City general obligation bond proceeds or other legally available funds to complete certain perimeter site improvement work ("Perimeter Site Improvement Work") if the City determines that such Perimeter Site Improvement Work is necessary, and subject to the availability of such bond proceeds or other legally available funds; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on June 4, 1997 (the "Prior Ordinance"), the City Council has previously approved the sale of the real property commonly known as 321 South Central Park Avenue, Chicago, Illinois (Permanent Index Number 16-14-214-020-0000) (the "City Lot") and the three (3) other parcels identified in Exhibit A attached hereto as being other previously conveyed City lots (the "Other Previously Conveyed City Lots") to the People's Community Development Association of Chicago, an Illinois not-for-profit corporation (the "Developer") for One and no/100 Dollars ($1.00) for the purpose of constructing single-family housing units on such parcels; and

WHEREAS, Pursuant to the Prior Ordinance, such City-owned parcels were conveyed to the Developer pursuant to the City's quitclaim deed dated January 13, 2000 and recorded in the Recorder's Office of Cook County on November 19, 2003 as Document Number 0332317252 (the "Prior City Deed"); and

WHEREAS, Pursuant to certain covenants included in the Prior City Deed, the Developer was obligated to construct certain Single-Family Homes on such City-owned parcels within the time period described therein; and

WHEREAS, D.O.H. has agreed to permit the Developer to construct such Single-Family Homes in a multi-unit building to be located on the City Lot and the adjoining lot at 323 South Central Park Avenue, Chicago, Illinois (Permanent Index Number 16-14-214-021-0000), which is owned by the Developer, within the modified time periods set forth in this ordinance, pursuant to the City Lots Program, as revised by this ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above findings and recitals are hereby incorporated by reference and constitute a material part of this ordinance.

SECTION 2. The following proposal for construction of Single-Family Homes under the City Lots Program, as modified by this ordinance, is hereby approved (such proposal, the "Project"):

Developer:	People's Community Development Association of Chicago, an Illinois not-for-profit corporation, or a single purpose entity owned and controlled by People's Community Development Association of Chicago.
Aggregate Number of Housing Units:	Twelve (12) Single-Family Homes in one five (5) story condominium building (the "Building").
Location:	East Garfield Park community area.

SECTION 3. The Commissioner of D.O.H., on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer in substantially the form of Exhibit B attached hereto (the "Redevelopment Agreement"), and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of new housing units by Developer pursuant to the City Lots Program, as modified by this ordinance. If the Developer fails to execute and record the Redevelopment Agreement within six (6) months of the date of passage of this ordinance, then this ordinance will be rendered null and void and of no further effect. Upon any such timely execution and recording, the deed restrictions set forth in the Prior City Deed shall terminate as to the City Lot and shall be replaced by the covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. In conjunction with the construction by Developer of the housing units described herein, the City: (a) shall waive those certain fees and deposits as more fully described in Exhibit C attached hereto with respect to the condominium building and all housing units therein and the condominium building and all housing units therein shall qualify as "Affordable Housing" for purposes of Section 16-18 of the Municipal Code of Chicago; (b) may expend City general obligation bond proceeds or other legally available funds to complete Perimeter Site Improvement Work, up to a maximum amount of Ten Thousand Dollars ($10,000), if the City, in its sole discretion, determines that such Perimeter Site Improvement

Work is necessary to the construction of such new homes and subject to the availability of such bond proceeds or other legally available funds.

SECTION 5. Ten (10) of the twelve (12) Single-Family Homes in the building to be constructed by Developer pursuant to this ordinance may be sold at market rates. The other two (2) Single-Family Homes shall be sold as affordable housing, as more particularly described in the Redevelopment Agreement. The Developer shall be obligated to construct an additional sixty (60) housing units on the Other Previously Conveyed City Lots and on the other Developer-owned lots listed on Exhibit A, of which not less than twenty (22) shall be affordable housing under the City Lots Program. The future phases of the Developer's project, and the parcels included in such phases, are identified in Exhibit A. Because only two (2) affordable housing units will be constructed pursuant to the project authorized under this ordinance, the City shall record the Redevelopment Agreement as an encumbrance against the additional parcels identified on Exhibit A to secure the Developer's construction of the requisite affordable housing units on such additional parcels in such future development phases.

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. The maximum sales price and maximum income requirements for purchasers under the City Lots Program and the affordability requirements of Section 2-44-090 of the Municipal Code of Chicago shall not apply to the Project.

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

Exhibits "A", "B" and "C" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Description Of Lots.

(Subject To Final Title Commitment And Survey)

City Lot.

Common Address:

321 South Central Park Avenue.

Permanent Index Number:

16-14-214-020-0000 (Previously Conveyed City Lot).

Other Previously Conveyed City Lots.

Common Address:

3514 West 5th Avenue.

Permanent Index Number:

16-14-214-029-0000 (Phase II Project).

Common Address:

3521 West Jackson Boulevard.

Permanent Index Number:

16-14-214-011-0000 (Phase III Project).

Common Address:

3513 West Jackson Boulevard.

Permanent Index Number:

16-14-214-014-0000 (Phase III Project).

Lots Contributed By Developer.

Common Address:

3520 -- 3532 West Fifth Avenue.

Permanent Index Numbers:

16-14-214–028-0000 (Phase II Project); and

16-14-214-030-0000 (Phase II Project).

Common Address:

3534 -- 3546 West Fifth Avenue.

Permanent Index Number:

16-14-214-024-0000 (Phase II Project).

Common Address:

3523 West Jackson Boulevard.

Permanent Index Number:

16-14-214-010-0000 (Phase III Project).

Exhibit "B".
(To Ordinance)

Redevelopment Agreement

City Lots For City Living Program

People's Community Development Association Of Chicago.

This Agreement ("Agreement"), dated as of _____ ___, 2007 is made by and between the City of Chicago, an Illinois municipal corporation ("City"), acting by and through its Department of Housing ("DOH") and People's Community Development Association of Chicago, an Illinois not-for-profit corporation, having its principal office at 3570 West Fifth Avenue, Chicago, Illinois ("Developer"). Capitalized terms not otherwise defined herein shall have the meaning given in the Definitions Section.

RECITALS

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The City Council of the City, by Ordinance first adopted October 2, 1995 and published in the Journal of Proceedings of the City Council ("J.O.P.") for such date at pages 8086-8089, and most recently amended and restated by that certain Ordinance adopted April 26, 2006 and published in the J.O.P. for such date at pages 75201 - 75212, has established the City Lots For City Living Chicago Program (as amended, the "City Lots Program") to assist with the construction of affordable, new, high-quality, owner-occupied housing.

C. Developer has previously submitted an application package to DOH describing its proposal for participation in the City Lots Program by constructing single family housing in the East Garfield Park neighborhood.

D. Based in part on the representations and proposals contained in Developer's application package, the City Council of the City, by Ordinance adopted _____, 2007 and published in the J.O.P. for such date at pages_____ (the "Project Ordinance"), approved the selection of Developer for participation in the City Lots Program and

approved the assistance described in Section 4.5(b) to subsidize certain development costs associated with the Project and homebuyers' purchase of Homes.

E. Subject to the terms of the Agreement, the Developer shall construct twelve (12) housing units ("Single Family Homes" or "Homes") in a five-story condominium building to be located at 321-323 S. Central Park Avenue, Chicago, Illinois (the "Building"). Ten (10) of the twelve (12) Single Family Homes may be sold at market rates and otherwise developed in conformance with this Agreement and the Project Ordinance (collectively, the "Project"). No household income limitation shall apply to the homebuyers of such homes. Two (2) of the Single Family Homes must be sold for an affordable price to an income-qualified household, as described in Section 5 below (such homes, the "Affordable Homes"). The parties contemplate that the Project will be the first phase of a larger project that will include a total of seventy-two (72) housing units, of which twenty-two (22) additional housing units (i.e., one-third (1/3) of the total number of housing units) will be developed as affordable housing. The parcels for such subsequent phases are identified on Exhibit A attached hereto.

F. The Homes shall be constructed on the parcels presently owned by the Developer and listed on Exhibit A attached hereto (such parcels, collectively, the "Lot"). As identified on Exhibit A, one of the two parcels comprising the Lot, along with certain other City owned parcels also identified on Exhibit A, was conveyed to the Developer pursuant to an ordinance adopted by the City Council on June 4, 1997, and the quitclaim deed of the City issued pursuant thereto dated January 13, 2000 and recorded in the Recorder's Office of Cook County on November 19, 2003 and document no. 0332317252 (the "Prior City Deed"). The Lot is located within the boundaries of the Midwest Tax Increment Financing Redevelopment Project Area, which was established by ordinances adopted by the City Council on _____. The development of such Lot shall be in accordance with all laws, rules and regulations concerning tax increment financing, including, without limitation, Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time.

G. The Developer shall also receive waivers of certain City fees and deposits relating to the new construction of Homes as described on Exhibit B attached hereto.

H. In connection with the development and sale of the Homes, and subject to the terms of this Agreement, the City shall also make available the assistance described in Section 4.5(b).

I. Developer and the City acknowledge that the implementation of the policies and provisions described in the Agreement will be of mutual benefit to the Developer and the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

DEFINITIONS

The following terms shall have the meaning set forth below:

Additional Land Value Lien Amount: Shall have the meaning given in Section 4.5(b)(1).

Affidavits: Those certain affidavits executed by Developer at time of submission of the Project Ordinance, as re-certified to the City, consisting of an economic disclosure statement and affidavit as required by the City in connection with the City Lots Program.

Affordable Homes: Shall have the meaning given in Recital E.

Agreement: Shall have the meaning given in the preamble.

AMI: the Chicago Primary Metropolitan Statistical Area Median income, as determined by DOH.

Budget: Shall have the meaning given in Section 4.5(a).

Certificate: Shall have the meaning given in Section 4.8.

City: Shall have the meaning given in the preamble.

City Junior Mortgage: Shall have the meaning given in Section 4.5(b)(1).

City Lots Program: Shall have the meaning given in Recital B.

Commissioner: The Commissioner of DOH.

Conditional Certificate: Shall have the meaning given in Section 4.5(e)(ii).

Construction Lender: Shall have the meaning given in Section 4.5(a).

Construction Loan: Shall have the meaning given in Section 4.5(a).

Developer: Shall have the meaning given in the preamble, and shall also include the Developer's successors and assigns, as permitted under this Agreement.

DOH: Shall have the meaning given in the preamble.

Escrow: Shall have the meaning given in Section 4.5(c).

Escrow Agreement: Shall have the meaning given in Section 4.5(c).

Escrowee: Shall have the meaning given in Section 4.5(c).

Event of Default: Shall have the meaning given in Section 6.3(b).

Final Certificate: Shall have the meaning given in Section 4.5(e).

Financing: Shall have the meaning given in Section 4.5(a).

First Mortgage: Shall have the meaning given in Section 4.5(a).

First Mortgage Note: Shall have the meaning given in Section 4.5(a).

Home(s): Shall have the meaning given in Recital E.

Inspector: Shall have the meaning given in Section 4.5(d).

Land Value Amount: Shall have the meaning given in Recital D.

Land Value Lien: Shall have the meaning given in Section 4.5(b)(1).

Land Value Lien Amount: Shall have the meaning given in Section 4.5(b)(1).

Lot: The parcels presently owned by the Developer and listed on Exhibit A hereto.

P.M.S.A.: The Chicago Primary Metropolitan Statistical Area.

Project: Shall have the meaning given in Recital E.

Project Ordinance: Shall have the meaning given in Recital D.

Recorder's Office: Shall have the meaning given in Section 3.6.

Schedule: Shall have the meaning given in Section 4.1.

Single Family Home(s): Shall have the meaning given in Recital E.

Title Company: That certain title company selected by Developer and the City pursuant to the terms of the Agreement.

Working Drawings and Specifications: The final working drawings and specifications prepared for Developer with regard to the construction of the Building, a list of which is attached hereto as Exhibit C.

SECTION I
INCORPORATION OF RECITALS AND DEFINITIONS

The recitations and definitions set forth above constitute an integral part of the 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 II
COVENANTS, REPRESENTATIONS AND WARRANTIES

2.1 Covenants, Representations and Warranties of Developer. To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby covenants, represents and warrants to the City as follows:

(a) Developer is a duly organized and existing not-for-profit corporation in good standing under the laws of the State of Illinois. Developer agrees that the Articles of Incorporation and Bylaws, insomuch as they affect the performance of Developer pursuant to the terms of this Agreement, shall not be modified or amended without the express written consent of the DOH.

(b) No litigation or proceedings are pending and are of record, or are threatened against Developer, or any party affiliated with Developer, which could: (i) adversely affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement; or (ii) adversely materially affect the operation or financial condition of Developer.

(c) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any party affiliated with Developer is a party or may be bound or affected, or a violation of any law, regulation or court order which currently affects the Project, any part thereof, any interest therein or the use thereof.

(d) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and to cause Developer to perform the terms and obligations contained herein.

(e) The construction of the Homes and the development of the Project pursuant to the terms of this Agreement will not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Lot or any part thereof.

(f) Except as otherwise provided in the Agreement, Developer shall not, without the prior written consent of the DOH, which the DOH may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon the Lot or any portion thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims); (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting the Lot or any portion thereof; or (iii) enter into any transaction not in the ordinary course of business of Developer which materially or adversely affects Developer's ability to perform its obligations under the terms of the Agreement.

(g) Developer has and shall maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its

business and to construct the Building and complete the Homes. Developer shall also comply with all provisions of the Illinois Condominium Property Act, 805 ILCS ____, in developing and selling the Homes as condominium units.

(h) Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-020 of the Municipal Code of Chicago.

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

(j) Neither Developer 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 law, rule, regulation, order or judgment: The Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. As used herein, an "Affiliate" shall be deemed to be a person or entity related to Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(k) Developer has agreed to comply with the terms of: (1) those certain covenants described in Section V below; (2) the Affidavits; and (3) the employment obligations described in section VII below.

(l) Developer shall at all times prior to the issuance of a Final Certificate carry and maintain the insurance coverages and amounts described on Exhibit D.

2.2 Representations and Warranties of the City. To induce Developer to execute the Agreement and perform its obligations hereunder, the City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois and the Project Ordinance to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.

2.3 Survival of Covenants, Representations and Warranties. Developer agrees that all of its covenants, representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement are true

as of the execution date of the Agreement and will be true in all material respects at all times hereafter, except with respect to matters which from time to time are or have been disclosed in writing to and approved by the other party.

SECTION III
CLOSING CONDITIONS

3.1 As-Is Condition. Developer acknowledges that the City has previously conveyed one of the two parcels comprising the Lot to the Developer and that such conveyance was with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of Developer, at its sole expense, to investigate and determine the soil and environmental condition existing of the Lot. At the City's request, such investigation shall at the minimum consist of a Phase I environmental assessment and a soil test or, in the alternative, an engineering test subsequent to excavation of the Lot. If the soil conditions are not in all respects entirely suitable for construction of a Home, it shall be the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil and environmental condition of the Lot in a condition entirely suitable for its intended use.

3.2 Closing Conditions. Before the City shall execute this Agreement, and before any construction may commence on the Lot, DOH shall have reviewed and approved the following closing deliveries (fully executed and acknowledged, where applicable), each of which, unless waived in writing by DOH, shall be a condition precedent to the City's execution of this Agreement.

(a) Working Drawings and Specifications the Building and Homes to be constructed (as described in Section 4.2 below);
(b) Developer's Budget;
(c) Developer's Financing;
(d) the building permit received by the Developer with regard to the construction of the Building on the Lot;
(e) this Agreement, which shall constitute the Land Value Lien instrument securing the Land Value Amount and any Additional Land Value Lien Amount;
(f) a certified copy of the contract between Developer and its general contractor, and all executed contracts covering the completion of the Project from the major subcontractors, if available;
(g) the condition of title with regard to the Lot;
(h) a final plat of survey for the Lot certified by a licensed engineer showing all easements, encroachments and containing a legal description of the Lot;
(i) a certificate of good standing for the Developer from the State of Illinois, a certificate of incumbency identifying Developer's current officers and including specimen signatures, copy of the Developer's bylaws and resolutions authorizing the Developer's performance of its obligations under this Agreement;

(j) Internal Revenue Service taxpayer identification numbers;
(k) originals of the Construction Loan documents or evidence of Financing acceptable to the DOH;
(l) such transfer tax declarations, ALTA statements and similar customary transaction documents as may be necessary to consummate the conveyance; and
(m) the Escrow Agreement.

The Escrowee shall also have received the following documents submitted by the City (if required by the Escrowee): (a) one copy of this Agreement; and (b) a certified copy of the Project Ordinance.

If the conditions described in this Section 3.2 (a) through (m) are not achieved by Developer for the construction of the first Home in the Project by October 1, 2007 (except in the instance of the occurrence of any Permitted Delay described in Section 6.2 below), then the Agreement, at the option of the City, shall become null and void and the City shall be under no further obligation to Developer and the Developer shall reconvey the parcel included in the Lot that was previously conveyed to the Developer pursuant to the Prior City Deed to the City for One Dollar ($1.00).

3.3 Title Insurance. The Developer shall obtain at the Developer's sole expense, title insurance from the Title Company, consisting of an Owner's Policy ALTA form B (1987), dated as of the date of closing, insuring the title of Developer with regard to the Lot, subject only to the reservations and exceptions provided in this Section 3 and such endorsements as it may require.

3.4 Real Estate Taxes. [INTENTIONALLY DELETED]

3.5 No Substitution of Lots. [INTENTIONALLY DELETED]

3.6 Recordation of Agreement. The Developer shall promptly file this Agreement for recordation with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") and pay all recording costs.

SECTION IV
THE CONSTRUCTION OF THE PROJECT

4.1 Schedule of Construction Progress. Developer shall construct the Building in accordance with that certain construction timetable schedule dated as of _____, 2007 ("Schedule"), prepared by Developer, approved by the DOH, and attached hereto as Exhibit E. Developer covenants that the Building and the Homes shall be constructed in accordance with the Working Drawings and Specifications. Upon completion of the construction of each Home, the City shall issue to Developer the Certificate pursuant to Section 4.8.

4.2 Working Drawings and Specifications. The preliminary Working Drawings and Specifications dated _____, 2007, containing the preliminary plans and drawings with regard to the construction of the Building, are approved by the DOH and listed on Exhibit C attached hereto. Within thirty (30) days of the execution date of the Agreement, Developer shall submit to the DOH for its approval Developer's proposed final Working Drawings and Specifications. The DOH shall have thirty (30) days within which to approve or reject said drawings and specifications. If the DOH rejects the Working Drawings and Specifications, Developer shall have sixty (60) days in order to correct such documents and resubmit them to the DOH for its approval. The DOH shall thereafter have thirty (30) days within which to approve or reject the corrected documents. Upon the approval of the DOH, said Working Drawings and Specifications shall constitute the final Working Drawings and Specifications.

The Working Drawings and Specifications shall conform to the terms of the Agreement, the City Lots Program, and all applicable federal, state and local laws, ordinances and regulations, including, without limitation, the Zoning Ordinance of the City of Chicago, Title 17, Municipal Code of Chicago, the current edition of the Model Energy Code published by the Council of American Building Officials, and the housing quality standards contained in 24 C.F.R. Section 882.109.

Any material amendment to the Working Drawings and Specifications must be submitted to the DOH for its approval, which approval shall not be unreasonably withheld or delayed.

4.3 General Requirements.

Prior to the commencement of construction by Developer, the DOH must approve a site-specific, final plat of survey (including grading elevations) identifying the proposed location of the Building, showing the resolution of any elevation, ingress/egress, parking and location issues.

Prior to the commencement of construction, the environmental effect of the development and construction of the Project must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and implementing regulations contained in 24 C.F.R. Parts 50 and 58.

Construction and development of any of the Homes shall be in accordance with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821 et seq, and the corresponding regulations contained in 24 C.F.R. Part 35. In addition, Developer shall comply with the Flood Disaster Protection Act of 1973, 42 U.S.C. 4001-4128).

4.4 Limited Applicability of DOH's Approval. Any approvals of the Working Drawings and Specifications made by the DOH are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance or code of the City, nor does any approval by the DOH pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the Homes. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project.

4.5 Financing and Constructing the Project.

(a) Budget. Developer shall deliver to the DOH for its approval a written budget ("Budget") for the construction of the Building. Developer shall also submit to the DOH a description of Developer's financing ("Financing"), which shall include the amount of Developer's equity in the Project and evidence of: (i) a commitment for adequate financing ("Commitment") obtained from a financial institution or lender, specifying the source and the amount of the loan, length of the term and the applicable interest rate, or (ii) evidence of a line of credit or other funding source necessary to fund the construction of the Building. Within seven (7) business days of receipt, the DOH shall review and approve or reject the Financing, and the Commitment. The Financing shall be subject and subordinate to the terms and conditions of the Agreement.

Provided that the Commitment is approved by the City, Developer shall obtain financing from the lender identified in the Commitment ("Construction Lender") to permit the construction of the Project ("Construction Loan"). The Construction Lender shall be permitted to secure and evidence its loan by a mortgage ("First Mortgage") and mortgage note ("First Mortgage Note") encumbering the Lot. The Construction Loan funds shall be disbursed pursuant to the Escrow described in Section 4.5(c) below.

(b) City's Incentives.

(1) Sales Price. The parties agree that the fair market value of the parcel included in the Lot that was previously conveyed to the Developer pursuant to the Prior City Deed for One Dollar ($1.00), is $_____ (the "Land Value Amount"). The Developer acknowledges that upon the recording of this Agreement, the City shall have a lien against such parcel in such amount (the "Land Value Lien"). One-twelfth of the Land Value Amount (the "Land Value Lien Amount") shall be added to and included in the amount of monies secured by this Agreement and the City Junior Mortgages and potentially due and owing under such instruments. A similarly pro-rated portion of the amount by which Land Value Amount of such parcel exceeds $600,000 (calculated as twelve (12) times the $50,000 City Lot value limit under the City Lots Program), if any, (such excess amount, the "Additional Land Value Lien Amount") shall also be secured by this Agreement and each City Junior Mortgage and subject to the special repayment provisions described in the final paragraph of this Section 4.5(b)(1).

Developer shall advise each initial homebuyer of an Affordable Home that such homebuyer shall be required to execute and record at the time of the homebuyer's purchase of the Affordable Home (and the Developer shall attach as an exhibit to the homebuyer's sales contract) a mortgage, security and recapture agreement in favor of the City (the "City Junior Mortgage"), in the form of Exhibit F to this Agreement, which shall also include the homebuyer's covenant to use the Affordable Home as the homebuyer's principal residence, and shall secure all amounts described in this Agreement as being subject to recapture or repayment . The amount of the Land Value Lien Amount and any Additional Land Value Lien Amount shall be secured by the City Junior Mortgage and shall be repaid by the homebuyer to the City in accordance with its terms if the Affordable Home is sold or refinanced (except if such

refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home) by the initial homebuyer within four (4) years of purchase. The City Junior Mortgage shall be subordinate to the lien in favor of the homebuyer's permanent purchase mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Affordable Home.

After the recording of this Agreement, and prior to a Home's conveyance to a homebuyer, the Land Value Lien Amount and any Additional Land Value Lien Amount shall not amortize and shall be immediately be due and payable to the City if such parcel is sold except as expressly contemplated and permitted under this Agreement and the City Junior Mortgage. When a Home is conveyed to a homebuyer, the lien of this Agreement shall be released and, if the Home is an Affordable Home, be replaced by the lien of the City Junior Mortgage. The Land Value Lien Amount shall thereafter reduce in four equal installments on each anniversary date of such conveyance, and after the fourth anniversary date shall be zero. The Additional Land Value Lien Amount shall not amortize, but shall be an amount potentially due and owing the City calculated as the Additional Land Value Lien Amount, plus interest thereon at an annual rate of three percent (3%), from the date of such conveyance. The principal amount of and any accrued interest on the Additional Land Value Lien Amount shall become due upon the sale or refinancing (except a refinancing in an amount equal to or less than the homebuyer's purchase price for the Affordable Home) of said Affordable Home during the forty (40) year period commencing on the date of such conveyance; provided, however, that if the subsequent homebuyer meets the income eligibility requirements of the City Lots Program, such purchaser may assume the obligations of the Land Value Lien as to such Additional Land Value Lien Amount for the balance of such forty (40) year term. The Land Value Lien, as initially evidenced by this Agreement and then evidenced by the City Junior Mortgage (as to Affordable Homes), shall be junior to the lien of any construction loan mortgage and any First Mortgage, and any subsequent purchase money mortgage obtained by any a homebuyer of a Home (if such homebuyer is income-eligible under the City Lots Program), and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Affordable Home.

(2) Waiver of City Fees. In conjunction with the construction by Developer of the Homes the City shall waive those certain fees and deposits as described in Exhibit B attached hereto.

(3) Perimeter Site Improvements. In connection with the construction by Developer of the Homes, the City may expend City general obligation bond proceeds or other legally available funds, up to a maximum amount of $10,000 (i.e., $5,000 per each parcel included in the Lot), to complete Perimeter Site Improvement Work if the City, in its sole discretion, determines that such work is necessary to the construction of such new Homes, and subject to the availability of such bond proceeds or other legally available funds.

(c) Escrow. Prior to the commencement of construction of any Home, Developer and the City shall execute an escrow agreement ("Escrow Agreement") and open an escrow account ("Escrow") held by an institutional escrowee ("Escrowee") mutually acceptable to the parties. The respective rights, liabilities and duties of the Escrowee are contained in the Agreement. If

any conflict exists between the terms of the Agreement and the Escrow Agreement or any other instructions or other documents affecting the Escrow, the terms and provisions of the Agreement shall govern.

(d) Review of Construction Progress. During the construction of the Project, Developer shall submit to the City for its review any documentation relating to the construction work, including, without limitation, all additional building permits issued, an Owner's sworn statement and the general contractor's sworn statement.

During the construction of the Project by Developer, the Construction Lender shall employ, at the sole expense of Developer, an inspecting architect ("Inspector") (other than the architect who prepared the Working Drawings and Specifications) acceptable to the DOH, to review for the parties all activities undertaken with regard to the construction of the Building. If no Construction Lender exists (or if the Construction Lender does not wish to hire the Inspector), then the DOH, at the sole expense of Developer, shall utilize an Inspector which has been previously approved by the DOH.

The scope of the Inspector's work shall be contained in the terms of the contract between the Inspector and the Construction Lender, or the Inspector and the DOH, as the case may be, and shall include inter alia, providing a certification for the benefit of the Construction Lender and the DOH on the form attached hereto as Exhibit G that the construction of said Building complies with the Working Drawings and Specifications. The Inspector shall notify the DOH and the Construction Lender of any discrepancies between the Working Drawings and Specifications and the actual construction of the Building, and shall provide the DOH with a copy of each and every Inspector's certification. A representative of the DOH shall have the right, but not the obligation, to accompany the Inspector during his inspection of the progress of the construction of the Building.

(e) Homebuyer Closings and Disbursement of Subsidies. As long as Developer is not in material default in the due, prompt and complete performance or observance of any of its covenants or obligations contained in the Agreement, the conveyances of Homes and disbursement of Section 4.5(b) may proceed to closing provided the following conditions precedent are satisfied:

(i) Developer and the homebuyer shall have complied with the applicable provisions described in Section 4.5(b), including, the execution of the City Junior Mortgage, if applicable;

(ii) The Inspector shall have delivered to the City its conditional certificate for said Home in the form of Exhibit G, conditioned and subject only to the completion of punch list items or such other items agreed to by the City, the Inspector and Developer ("Conditional Certificate");

(iii) The City shall have issued its Certificate in accordance with Section 4.8 below;

(iv) Developer, in the form of an owner's sworn statement and the general contractor's sworn statement, shall have submitted to the Escrowee and the Inspector affirmative proof that there are no materialmen's liens or claims exist affecting the Home, or that Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or claims; provided, however, that the Title Company shall have received from Developer acceptable waivers or releases of lien covering at least seventy five percent (75%) of the hard construction costs associated with the construction of the Home;

(v) Developer shall have submitted to the City a copy of the Owner's sworn statement and the general contractor's sworn statement describing all construction costs for the Home (or, in the alternative, the Building); and

(vi) Developer shall have furnished to the City one (1) copy of an "as-built" condominium survey showing the location of all completed improvements, including all walks, drives, common elements and other on-site appurtenances and improvements, showing site elevations, and showing no encroachments by any such improvements across the boundary lines of the Lot

Developer shall be obligated to complete those items listed on the Conditional Certificate (including the punch list items) in a timely and expeditious manner subsequent to the closing. The City reserves the right to request that Developer deposit or reserve with the Escrowee funds (or in lieu thereof, deliver to the Escrowee a letter of credit) in an amount to pay for the cost of such incomplete work, including, without limitation, any landscaping or other work that was not completed prior to closing because of weather-related conditions. Once such work has been completed, the Inspector shall conduct an on-site inspection in order to facilitate the issuance of a final certificate indicating that construction of the Home is complete ("Final Certificate"). Any funds retained by the Escrowee pursuant to this paragraph shall not be released until a copy of the Final Certificate is delivered to the Escrowee and the DOH.

Developer does also certify and agree that it shall not take its fee until the closing for the sale of a Home to a homebuyer.

4.6 Relocation of Utilities. If Developer requests the relocation, repair or replacement of any existing City utility lines in order to construct a Home, such utilities shall be relocated at Developer's sole expense. The DOH shall assist Developer in obtaining the cooperation of any City agency with regard to the relocation, repair or replacement of existing utility lines. Under no circumstances shall the City pay for any such relocation, repair or replacement costs. In addition, Developer shall be solely responsible for the payment of any costs associated with the repair, replacement or relocation of any private utility lines necessary to construct a Home.

4.7 Commencement and Completion of the Project. Developer, subject to the occurrence of Permitted Delays described in Section 6.2 below, shall commence with the construction of the Project within three (3) months of the execution date of the Agreement, but in no event later than October 1, 2007. Except as otherwise provided in the Agreement, Developer shall complete the Project within twenty-four (24) months from the execution date of this

Agreement. Developer, its successors and assigns, shall promptly begin and diligently complete the Project within such time periods. The Commissioner of DOH, in the Commissioner's sole discretion, may extend the completion upon the Developer's written request, by executing a written extension letter.

4.8 Certificate of Compliance. As each Home is substantially completed in accordance with the Working Drawings and Specifications (as evidenced by the issuance of the Inspector's Conditional Certificate or Final Certificate, as the case may be) and Developer has performed all of its other obligations under this Agreement, including without limitation, the closing conditions precedent specified in Section 4.5(e) above, the DOH, upon written request by Developer, shall furnish Developer with an appropriate compliance certificate ("Certificate"). The Certificate shall be evidence of the Developer's compliance with respect to its obligation to construct such Home in accordance with the terms of this Agreement. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Home and furthermore, shall not serve as any "guaranty" as to the quality of the construction of said structure.

The Certificate shall be in recordable form and shall be delivered by the DOH to the Escrowee at the closing conveying the Home from Developer to the initial homebuyer. At such closing, the Developer shall provide the initial homebuyer with an Owner's Policy ALTA form B (1987) policy of title insurance issued by the Title Company, dated as of the closing date in the amount of the purchase price. Once the Certificate is recorded with the Recorder's Office, the Agreement shall no longer encumber the Lot.

4.9 Prohibition Against Unpermitted Encumbrances. Prior to the City's issuance of the Certificate for a Home, neither Developer nor any successor in interest to the Lot shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon said Lot; provided, however, that Developer, after receiving the prior written consent of the City, may mortgage the Lot for the purpose of obtaining the Construction Loan or other financing source as described in Section 4.5(a) above to the extent necessary to construct the Home.

4.10 Mortgagees Not Obligated to Construct. Notwithstanding any of the provisions of the Agreement, no holder of a mortgage authorized by the Agreement (including any holder who obtains title to the Lot as a result of foreclosure proceedings, or action in lieu thereof), shall be obligated to construct or complete the construction of the Building on the Lot, or to guarantee such construction or completion. However, any such holder shall take its lien or hold such title subject to this Agreement and must devote the Lot to those uses or improvements provided for or permitted in the City Lots Program and this Agreement. The City shall not unreasonably withhold its consent to such a request, so long as the Construction Lender complies with the terms and conditions of the Agreement. In such event, the Construction Lender shall be required to execute such economic disclosure documents as the City deems appropriate.

Whenever the City shall deliver a notice or demand pursuant to Section 6.3(a), the City shall at the same time forward a copy of such notice or demand to any Construction Lender

identified in Section 8.8. After the expiration of any applicable cure period, each such Construction Lender shall have the right, at its option, to remedy such default within an additional thirty (30) day cure period.

Whenever the Construction Lender shall deliver a default notice or demand to Developer under the Construction Loan documents, it shall at the same time forward a copy of such notice or demand to the City at the addresses listed in Section 8.8 below. After the expiration of any applicable cure period, the City shall have the right, at the City's option, to remedy such default within an additional thirty (30) day cure period.

SECTION V
CONVEYANCE OF THE HOMES

5.1 Pre-Purchase Qualification. Developer agrees that the homebuyers of the two (2) Affordable Homes, in conjunction with the execution of any contract with Developer for the purchase of an Affordable Home, shall be approved in writing by the DOH as meeting the income eligibility standards of the Program. Such approval shall be a contingency in the purchase contract. Developer shall be responsible for providing the DOH with any and all information required by the DOH in determining the prospective homebuyer's income eligibility. The DOH shall have ten (10) business days from the date of receipt of a "complete information package" (which shall include the W-2 forms from the initial homebuyer's employer(s), U.S. 1040 income tax returns for the previous two years, an affidavit from the initial homebuyer with regard to household size, and the employer verification form utilized by the Federal National Mortgage Association ("Fannie Mae")) within which to qualify potential homebuyers. Additionally, Developer agrees to refer each prospective homebuyer for pre-purchase counseling, which shall be offered either by the DOH, a qualified community organization or lending institution.

Developer agrees that the purchase contract for each such Affordable Home shall advise said initial homebuyer, and it shall be a condition of such sale, that the homebuyer shall be required to execute, delivery and record the City Junior Mortgage described in Section 4.5(b)(1) above. The City Junior Mortgage shall be subordinate to the lien of the First Mortgage.

5.2 Sales Price. Developer acknowledges and affirms the objectives of the City with regard to the creation of the City Lots Program as a means of achieving the construction of affordable, new, high quality, owner-occupied housing within the corporate boundaries of the City. Developer affirmatively covenants that it shall sell and convey not less than two (2) of the Single Family Homes as Affordable Homes for a base price per model not to exceed the sum of One Hundred Ninety-Five Thousand Dollars ($195,000), such amount being the current inflation-adjusted price limit under the City Lots Program. The parties acknowledge that said base price does not include options described on Exhibit H attached hereto which may be desired by individual homebuyers. The parties further acknowledge that said base price may further be slightly adjusted due to inflation, upon the written agreement of the parties. Developer represents and warrants that the Project will be the first phase of a larger, seventy-two (72) unit project that will include not less than an additional twenty-two (22) housing units that shall qualify as affordable housing under the City Lots Program. The parcels for such subsequent

phases are identified on Exhibit A attached hereto. Because only two (2) Affordable Homes are being constructed pursuant to the Project, at closing, the City shall record this Agreement as an encumbrance against the additional parcels identified on Exhibit A to give record notice of and to secure the Developer's construction of such affordable housing in such future phases of the larger project.

5.3 **Compliance with Fair Housing and Non-Discrimination Laws.** Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the design, marketing and sale of any Home constructed by Developer pursuant to the terms of the Agreement, and shall comply with any and all federal, state and local laws, statutes, ordinances or regulations with regard to non-discrimination in the sale and marketing of housing, including, without limitation, the Fair Housing Act, 42 U.S.C. sec. 3601-20 et seq. (1988) and implementing regulations at 24 C.F.R. Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 C.F.R., 1958-1963 Comp., p. 652 and 3 C.F.R., 1980 Comp., p. 307)(Equal Opportunity in Housing) and implementing regulations at 24 C.F.R. Part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)(Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 C.F.R. Part 1; 42 U.S.C. sec. 1982 (1988), and sections 17-19 of Article I of the Constitution of the State of Illinois; the Age Discrimination Act of 1975, 42 U.S.C. sect. 6101-07, and implementing regulations at 24 C.F.R. Part 146, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 and implementing regulations at 24 C.F.R. Part 8.

5.4 **Warranty of Habitability.** At the closing for the conveyance of a Home from Developer to an initial homebuyer, Developer shall deliver to said homebuyer a warranty of habitability in the form of Exhibit I attached hereto. Said warranty of habitability shall have a duration of one year and shall be deemed to run with the land.

5.5 **Marketing.** Developer shall comply with the affirmative marketing requirements described in Section 5.3 above. In addition, Developer shall comply with the marketing plan which has been approved by the DOH and is attached hereto as Exhibit J, and to utilize solely those marketing materials which have been approved by the DOH either prior to or subsequent to the execution date of the Agreement with regard to the marketing of the Homes to prospective homebuyers. Developer also agrees to place on the Lot a sign stating that the Home was (or shall be) constructed by Developer pursuant to the City Lots Program.

5.6 **Pre-Purchase Qualification.** Developer shall refer each prospective homebuyer of an Affordable Home for pre-purchase counseling, which shall be offered either by the DOH, a qualified community organization or lending institution. Each such homebuyer must participate in pre-purchase counseling, and provide the DOH with a certificate or other evidence of participation.

SECTION VI
PERFORMANCE

6.1 Time of the Essence. Time is of the essence of the Agreement.

6.2 Permitted Delays. Neither the City, Developer, or any successor in interest to Developer, shall be considered in breach of its obligations to commence or complete the Project in the event of delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not limited to, any delays or halts in the construction of the Building, compelled by court order, acts of God, acts of the public enemy, acts of the United States or other governmental body, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, vandalism, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the permitted delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such delay.

6.3 Breach.

(a) Generally. If the Developer defaults in the performance of its obligations under the Agreement, the Developer shall, upon written notice from the City, commence to immediately cure or remedy such default but, in any event, by not later than thirty (30) days after receipt of such notice (or such other cure period, if any, as may be expressly provided for in Section 6.3(b)). If the default is not cured within such thirty (30) day period (or such other cure period). the City may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance.

(b) Event of Default. For purposes of the Agreement, the occurrence of any one or more of the following, which is not cured by the specified cure period, if any, shall constitute an "Event of Default":

(1) Any warranty, representation or statement made or furnished by Developer is not true and correct, or any covenant is not complied with in any material respect; (30 day cure period); or

(2) Any petition or proceeding is filed by Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereafter existing (no cure period) or any such petition or proceeding is involuntarily filed and not vacated, stayed or set aside (60 day cure period); or

(3) Failure of Developer to finalize the Working Drawings and Specifications in accordance with Section 4.2 (30 day cure period); or

(4) If Developer fails to commence or complete construction of a Home (including the nature of and the dates of the beginning and completion thereof) or abandons or substantially suspends construction work of any Home (30 day cure period); or

(5) If Developer conveys any Home to a homebuyer and, as part of such conveyance, the Homebuyer fails to execute a City Junior Mortgage that is immediately recorded against the Home (no cure period); or

(6) Developer fails to comply with the non-discrimination covenants in Section 5.2 above with regard to the marketing and sale of the Homes constructed by Developer (30 day cure period); or

(7) Failure of Developer to pay real estate taxes or assessments affecting the Lot when due, or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Lot or any part thereof (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens or encumbrances), and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge; (30 day cure period); or

(8) The occurrence of an event of default within the context of the First Mortgage, if any, which is not cured within the applicable time periods, if any, contained therein; or

(9) The financial statements of Developer are not complete in all material respects or do not accurately present the assets, liabilities, results of operations and financial condition of Developer or there is a material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent financial statements; (30 day cure period); or

(10) Developer makes or causes to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to any City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract in violation of Chapter 2-156-120 of the Municipal Code of Chicago; (no cure period); or

(11) Any assignment, pledge, encumbrance, transfer or other disposition is made in violation of Section 8.2 below (no cure period).

(c) Prior to Commencement of Construction. If prior to the commencement of construction of any Home, an Event of Default occurs, the City may immediately terminate this Agreement, require the reconveyance of the parcel included in the Lot that was previously conveyed to the Developer pursuant to the Prior City Deed and institute any action or proceeding at law or in equity against Developer.

(d) After Commencement of Construction Until Issuance of Certificate. If after commencement of construction by Developer of the Building but before the City issues its

Certificate for the final Home, an Event of Default occurs, the City may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer.

In this instance, the City shall also have the right to re-enter and take possession of the Lot and to terminate the Developer's title to the parcel included in the Lot that was previously conveyed to the Developer pursuant to the Prior City Deed and all other rights and interests of Developer to such parcel and any improvements constructed thereon, and revest title in said City; provided, however, that such condition subsequent and revesting of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage on the Lot. Developer agrees to further cooperate in transferring title to the other parcel included in the Lot to the City, again subject to the rights of any holder of a First Mortgage, for purposes of enabling the City to complete construction of the Building and selling the Homes, as further described below.

Upon such revesting of title to the Lot in the City, the DOH may complete the construction of any Homes on the Lot, including, if necessary, the hiring of an alternative contractor to complete the construction. Upon completion of construction, the DOH shall employ its best efforts to convey the Homes (subject to the First Mortgage liens described above, if any) to homebuyers under the City Lots Program, and in accordance with all applicable federal, state and local laws, ordinances and regulations. In the event a First Mortgage encumbers the Lot on which the Building is built, then at the closing of the conveyance of such Home, the net sales proceeds from the sale of the Home shall be applied to repay an allocable share of the unpaid principal of the First Mortgage and the interest accrued thereon due and payable as of the date of conveyance. Upon repayment of all amounts under the First Mortgage any remaining proceeds shall be distributed pursuant to Section 6.3(e) below. In the alternative, the City may allow the Construction Lender to enter into possession of such Lot and cause the completion of construction of the Homes so long as the Construction Lender complies with the terms and provisions of the Agreement.

(e) Distribution of Sale Proceeds. Upon the sale of all of the Homes by the City pursuant to Section 6.3(d) above, the proceeds from said conveyance(s) shall be utilized first to reimburse the City for:

(1) costs and expenses incurred by the City with regard to the transfer of title to the Lot to the City, management of the Lot, and the subsequent conveyance of the Homes to the homebuyers;

(2) all taxes, assessments, and water and sewer charges paid with respect to the Lot;

(3) any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens against the Lot or Homes;

(4) any expenditures made or obligations incurred with respect to the construction and maintenance of any Homes constructed on the Lot;

(5) any other amounts owed to the City by Developer, its successors or transferees under this Agreement, the City Junior Mortgage or otherwise; and

(6) any remaining sums shall be delivered to Developer.

(f) After Conveyance. If an Event of Default occurs under Section 6.3(b)(5) or Section 6.3 (b)(6), then the City shall have the right to institute a suit for injunctive relief against Developer, or alternatively, at the option of the City solely with regard to an Event of Default under Section 6.3(b)(5), Developer, within twenty (20) days after the receipt of written notice of default from the City, shall deliver the sum of one and one/half times the amount by which the sales price exceeds the permitted consideration described in Section 5.1, per violation to the City, said sum representing an amount of liquidated damages and not a penalty.

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

6.5 Indemnity. Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs), suffered or incurred by the City (except due to the negligence of the City) arising from or in connection with: (i) the failure of Developer to perform its obligations under the Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with the construction of the Homes (unless Developer has taken such appropriate action to cause the Title Company to insure over any title encumbrances caused by such liens and encumbrances); (iii) a material misrepresentation or material omission in Developer's application to participate in the City Lots Program or in the Agreement which is the result of information supplied or omitted by Developer or by agents, employees, contractors, subcontractors, or persons acting under the control or at the request of Developer; (iv) the failure of Developer to redress any misrepresentations or omissions in the Agreement or any other agreement relating hereto; (v) any activity undertaken by Developer on any of the Lot or any part thereof; and (vi) any claim or cost relating to any soil or environmental condition existing at, or created by Developer on, the Lot.

6.6 Access to the Lot. Any duly authorized representative of the City shall, at all reasonable times, have access to any Lot, or part thereof, from the execution date of the Agreement until the City issues its Certificate with regard to the completion of the Home on the Lot, for the purpose of confirming Developer's compliance with this Agreement.

6.7 City's Right to Inspect Records. Until the date that is three years after the date on which the City issues its Certificate with regard to the completion of the final Home, the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating to the Project, including, without limitation, Developer's loan statements, the construction manager's sworn statements, general contracts, subcontracts, purchase orders,

waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination by any duly authorized representative of the City; provided, however, that the City shall provide Developer with at least five (5) business days' written notice of any proposed inspection of Developer's books and records. Alternatively, at the time of the issuance the City's Certificate for the final Home and the sale of such Home to a homebuyer, the Developer may deliver all such records to the City, in which case the three year period shall be shortened to one year.

SECTION VII
DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

A. No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code of Chicago, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

B. Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, but not limited to, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5/1-

101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

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

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

E. Failure to comply with the employment obligations described in this Section 7.1 shall be a basis for the City to pursue remedies under the provisions of Section 6 above.

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

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

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

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

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of the DOH in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an

employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

Developer and the other Employers shall provide full access to their employment records to the Purchasing Agent, the Commissioner of the DOH, the Superintendent of the Chicago Police Department, the Inspector General, or any duly authorized representative thereof. Developer and the other Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project as evidenced by the issuance of the Certificate for the last Home constructed by Developer.

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

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

When work at the Project is completed, in the event that the City has determined that Developer and the other Employers failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance it is agreed that 1 / 20 of 1 percent (.05%), 0.0005, of the aggregate hard construction costs set forth in the Budget (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer and/or the other Employers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer and/or the other Employers or employee to prosecution. Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement.

Developer shall cause or require the provisions of this Section 7.2 to be included in all construction contracts and subcontracts related to the Project.

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 7.3, during the course of the Project, at least the following percentages of the MBE/WBE budget to be approved by DOH's monitoring staff shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"):

(1) At least 24 percent by MBEs.
(2) At least four percent by WBEs.

(b) For purposes of this Section 7.3 only:

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

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described

in this Section 7.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DOH.

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

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

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 7.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 7.3. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 7.3, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, the Developer shall submit the documentation required by this Section 7.3 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 7.3, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written

demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION VIII
MISCELLANEOUS PROVISIONS

8.1 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto. It shall not be modified, amended or changed in any material manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. The term "material" for the purpose of this Section 8.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or substantially changes the character of the Project or any activities undertaken by Developer affecting the Project, or increases any time agreed for performance by either party by more than thirty (30) days, subject to Section 4.7.

8.2 Assignability and Transfer. Unless permitted under Section 4.9 above, prior to the City's issuance of the Certificate with regard to the completion of a Home, the Developer shall not assign, transfer or convey any right, title or interest in the Lot. Notwithstanding the above, Developer may sign purchase contracts with initial homebuyers prior to the issuance of the Certificate. In addition, Developer may convey its right, title and interest to the Lot to a land trust formed under the laws of the state of Illinois and of which Developer is the sole beneficiary; provided, however, that the City must receive prior notification of such transfer accompanied by a certified copy of the land trust agreement, and the City, Developer and the land trustee shall execute a document granting the City the irrevocable right to approve the land trust documents.

8.3 Conflict of Interest - City's Representatives Not Individually Liable. Prior to the issuance of the Certificate by the City with regard to the completion of the final Home, no member of any City board, commission or agency, or official or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. This prohibition shall include those public officials who have exercised any functions or responsibilities with respect to this Project or the City Lots Program or who are in a position to participate in a decision making process or gain inside information with regard to the Project or the City Lots Program or may obtain a financial interest or benefit from this Project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds therefore, either for themselves or those with whom the officials have family or business ties, during the tenure or employment of said public officials and for a period of one year thereafter. The foregoing shall not be deemed to exclude employees of the City who meet the requirements of the City Lots Program from purchasing Homes for their primary residences, and who are able to do so pursuant to an ordinance passed by the City Council of the City. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City

under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

8.4 Survival. All representations and warranties contained in the Agreement shall survive execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

8.5 Mutual Assistance. The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

8.6 Cumulative Remedies. The remedies of the City hereunder are cumulative and the exercise of any one or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of the City unless specifically so provided herein.

8.7 Disclaimer. No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

8.8 Notices. Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City:
Commissioner
Department of Housing
33 N. LaSalle Street
Chicago, Illinois 60602
Attn: Deputy Commissioner,
Developer Services

with a copy to:
Corporation Counsel
City of Chicago
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Real Estate & Land Use Division

If to Developer:
Peoples Community Development Association of Chicago
3570 West Fifth Avenue
Chicago, Illinois 60624
Attn: Michael Eaddy

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

8.10 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and, where applicable, the laws of the United States of America.

8.11 References to Statutes. All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, rulings, notices or circulars.

8.12 Recordation of the Agreement. Upon execution of the Agreement by the parties, the City shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

8.13 No Third Party Beneficiary. The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the First Mortgagee, and their successors in interest in the Project and no other person or party may assert against the City or claim the benefit of such approval or certificate.

8.14 Successors and Assigns. The terms of the Agreement shall be binding upon the City and Developer, and the Developer's successors and assigns.

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

8.16 Counterparts. The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

8.17 Executive Order 2005-1. Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any

Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

Developer agrees that it shall not: (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.

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

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

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

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (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 of the City of Chicago.

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

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

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

(B) neither party is married; and

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

(D) 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

(E) 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. a 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.

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

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

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

8.19. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-

156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Amendment, 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 Amendment shall be grounds for termination of this Amendment and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Amendment or the transactions contemplated hereby.

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

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

CITY OF CHICAGO,
an Illinois municipal corporation

By:_____
John G. Markowski
Commissioner
Department of Housing

PEOPLES COMMUNITY DEVELOPMENT ASSOCIATION OF CHICAGO,
an Illinois not-for-profit corporation

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

GIVEN under my hand and notarial seal this ____ day of _____, 2007.

_____
Notary Public

(SEAL)

My Commission expires _____.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of People's Community Development Association of Chicago, an Illinois not-for-profit corporation (the "Corporation"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such _____, he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of the Corporation as his free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 2007.

_____
Notary Public

(SEAL)

My Commission expires _____.

[(Sub)Exhibit "B" referred to in this Redevelopment Agreement with People's Community Development Association of Chicago constitutes Exhibit "C" to ordinance and printed on pages 104979 and 104980 of this *Journal.*]

[(Sub)Exhibits "C", "E", "F", "H", "I" and "J" referred to in this Redevelopment Agreement with People's Community Development Association of Chicago unavailable at time of printing.]

(Sub)Exhibits "A", "D" and "G" referred to in this Redevelopment Agreement with People's Community Development Association of Chicago read as follows:

(Sub)Exhibit "A".
(To Redevelopment Agreement With People's Community Development Association Of Chicago)

Legal Description Of Lot, Other Previously Conveyed City Lots And Lots Contributed By Developer.

(Subject To Final Title Commitment And Survey)

Lot (Phase I Project).

Legal Description.

[Legal description to come]

Common Address:

321 South Central Park Avenue.

Permanent Index Number:

16-14-214-020-0000 (Previously Conveyed City Lot).

Common Address:

323 South Central Park Avenue.

Permanent Index Number:

16-14-214-021-0000 (Lot contributed by developer).

Other Previously Conveyed City Lots.

Common Address:

3514 West 5th Avenue.

Permanent Index Number:

16-14-214-029-0000 (Phase II Project).

Common Address:

3521 West Jackson Boulevard.

Permanent Index Number:

16-14-214-011-0000 (Phase III Project).

Common Address:

3513 West Jackson Boulevard.

Permanent Index Number:

16-14-214-014-0000 (Phase III Project).

Lots Contributed By Developer.

Common Address:

3520 -- 3532 West Fifth Avenue.

Permanent Index Numbers:

16-14-214–028-0000 (Phase II Project); and

16-14-214-030-0000 (Phase II Project).

Common Address:

3534 -- 3546 West Fifth Avenue.

Permanent Index Number:

16-14-214-024-0000 (Phase II Project).

Common Address:

3523 West Jackson Boulevard.

Permanent Index Number:

16-14-214-010-0000 (Phase III Project).

(Sub)Exhibit "D".
(To Redevelopment Agreement With People's Community Development Association Of Chicago)

Insurance Coverages And Amounts.

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

A. Insurance To Be Provided:

1) Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employer's Liability coverage with limits of not less than One Hundred Thousand Dollars ($100,000) each accident, illness or disease.

2) Commercial General Liability (Primary And Umbrella).

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

3) Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

4) Builders Risk.

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

B. Additional Requirement:

The Developer must furnish the City of Chicago, Department of Housing, 33 North LaSalle Street, 11th Floor, Chicago, 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer is not a waiver by the City of any requirements for the Developer to obtain and maintain the specified coverages. The Developer shall advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate Agreement until proper evidence of insurance is provided.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Developer and Contractors.

The Developer hereby waives and agrees to require their insurers to waive their

rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Developer in no way limit the Developer's liabilities and responsibilities specified within the Agreement or by law.

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

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Developer is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

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

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

[City of Chicago Insurance Certificate Form referred to in these Insurance Coverages and Amounts exhibit unavailable at time of printing.]

(Sub)Exhibit "G".
(To Redevelopment Agreement With People's Community Development Association Of Chicago)

Inspector's Certificate.

Architect's Certificate For Payment.

In accordance with the Contract Documents, based on-site observations and the date comprising the above application, the undersigned Architect certifies to the City of Chicago that to the best of the Architect's knowledge, information and belief,

the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the Amount Certified. This Certificate is not negotiable. The amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Amount Certified: $_____

Architect:

By: _____

Exhibit "C".
(To Ordinance)

Fee Waivers.

(New Homes For Chicago And City Lots For City Living Programs Per 2006 Ordinance)

Department Of Construction And Permits.

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). This fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Planning And Development.

Open Space Impact fees are not waived. For the New Homes for Chicago or City Lots for City Living programs, an Open Space Impact fee of One Hundred Dollars ($100) per unit shall be assessed to the developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Water Management.

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water taps are waived. Water liens against City-owned lots only are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes for Chicago or City Lots for City Living programs.

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as giving notice to nearby property owners if a zoning change is requested, is not waived.

AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED SALE OF CITY-OWNED PROPERTY AT 6007 -- 6017 SOUTH WENTWORTH AVENUE TO 6027 SOUTH WENTWORTH BUILDING, L.L.C.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development amending an ordinance which approved the sale of city-owned parcels to 6027 South Wentworth Building, L.L.C., having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 43.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

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

WHEREAS, The City owns certain parcels of real property commonly known as 6007 -- 6017 South Wentworth Avenue, Chicago, Illinois (Permanent Index Numbers 20-16-411-005 and 20-16-411-006) (subject to final title and survey, the "Parcels"); and

WHEREAS, 6027 South Wentworth Building, L.L.C., an Illinois limited liability company (the "Developer") has offered to purchase the Parcels, which have an appraised fair market value of Ninety-five Thousand and no/100 Dollars ($95,000.00), for the sum of Seventy-nine Thousand One Hundred Fifty and no/100 Dollars ($79,150.00) and has proposed to use the Parcels to provide parking for the tenants in the warehouse building that the Developer owns at 6027 South Wentworth Avenue (the "Project"); and

WHEREAS, By ordinance adopted by the City Council of the City (the "City Council") on November 1, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 89937 -- 89943 (the "Prior Ordinance"), the City Council previously approved the sale of the Parcels to the Developer, provided such sale closes no later than January 1, 2007, subject to a thirty (30) day extension; and

WHEREAS, The Department of Planning and Development and the Developer now desire to amend the Prior Ordinance to extend the outside closing date to September 1, 2007 and the completion date to September 1, 2008; 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 terms and conditions of the Prior Ordinance are hereby reaffirmed, subject to Section 3 below.

SECTION 3. This ordinance shall take effect immediately upon its passage and approval. If the Developer has not closed on the purchase of the Property by September 1, 2007, this ordinance shall be null and void, and the City shall have no authority to thereafter convey the Parcels to the Developer. Notwithstanding the foregoing, such September 1, 2007 date may be extended by the Commissioner of D.P.D., in her sole discretion, by one extension period up to thirty (30) days in length. The form of deed attached as Exhibit A to the Prior Ordinance shall be modified to include the terms of this Section 3.

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

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

AUTHORIZATION FOR EXECUTION OF SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT WITH KARRY L. YOUNG DEVELOPMENT, L.L.C. BY EXTENDING COMPLETION DATE FOR CONSTRUCTION OF HOMES AND APPROVAL FOR CONVEYANCE OF ADDITIONAL PROPERTIES UNDER NEW HOMES FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the sale of property pursuant to the New Homes for Chicago Program with Karry L. Young Development L.L.C., having the

same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local government and affairs; and

WHEREAS, The City Council, by ordinance first adopted on June 7, 1990 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for such date at pages 17038 -- 17045, as most recently amended and restated by that certain ordinance adopted April 26, 2006 and published in the *Journal* for such date at pages 75201 -- 75212 (the "Program Ordinance"), has established the New Homes For Chicago Program (the "New Homes Program") to assist with the construction of affordable, new, high-quality, owner-occupied housing and authorized the Commissioner ("Commissioner") of the

Department of Housing ("D.O.H.") to identify City-owned vacant lots which are appropriate for sale to qualified developers of affordable Homes at a price per lot equal to its fair market value less a discount not to exceed Fifty Thousand and no/100 Dollars ($50,000.00) per lot; and

WHEREAS, Pursuant to ordinance adopted by the City Council of the City (the "City Council") on November 3, 2004 and published in the *Journal* for such date at pages 35021 -- 35030, the City Council has previously approved the participation of and the conveyance of certain City-owned parcels to Karry L. Young Development, L.L.C., an Illinois limited liability company (the "Developer") for construction of homes under the New Homes Program; and

WHEREAS, Pursuant to such ordinances and the New Homes Program, the City and the Developer have entered into that certain "Redevelopment Agreement New Homes For Chicago Program Karry L. Young Development, L.L.C.", dated as of January 27, 2005 and recorded in the Recorder's Office of Cook County on August 23, 2006 as Document Number 0623532008 (the "Redevelopment Agreement"), which Redevelopment Agreement was subsequently amended by that certain Amendment to Redevelopment Agreement dated August 22, 2006 and recorded in the Recorder's Office of Cook County on August 23, 2006 as Document Number 0623532009 (the "First Amendment"); and

WHEREAS, Section 4.7 of the Redevelopment Agreement obligated the Developer to complete the construction of all homes within twenty-four (24) months of the execution date of the Redevelopment Agreement; and

WHEREAS, To date the Developer has begun construction on eighteen (18) homes; and

WHEREAS, D.O.H. and the Developer would like to extend the completion date in such Section 4.7 to permit the City-owned lots identified in the Redevelopment Agreement but not yet conveyed (the "Remaining Parcels"), which Remaining Parcels are also identified on Exhibit A-1 to this ordinance, to be conveyed; to convey the additional City-owned lots identified on Exhibit A-2 to this ordinance (the "Additional Parcels"); and to permit additional homes to be constructed on the Remaining Parcels and Additional Parcels in accordance with the New Homes Program and the prior ordinance, as amended hereby; and

WHEREAS, D.O.H. also desires to make certain other modifications to the Redevelopment Agreement; and

WHEREAS, In connection with the Developer's construction of homes on the Additional Parcels, D.O.H. also desires to waive certain fees and charges, as provided for under the Program Ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above findings and recitals are hereby incorporated by reference and constitute a material part of this ordinance.

SECTION 2. The conveyance of the Remaining Parcels and the Additional Parcels to Developer is hereby approved, provided, however that in no instance shall any such parcels be conveyed after December 31, 2008. The construction of homes on all such parcels shall be completed not later than June 30, 2009. Such conveyance and the development of homes shall be subject to the terms and conditions set forth in the prior project ordinances recited above, the Program Ordinance and the amendment described in Section 4 below.

SECTION 3. With respect to the Single-Family Homes and Two-Flat Buildings to be built on the Additional Parcels (and, as to the D.D.A. Purchase Price Subsidy, which is being provided for the first time, as to all City-owned lots and privately-owned lots included in the project), eligible homebuyers shall be entitled to receive the following purchase price subsidies:

Purchase Price Subsidy:	Not to exceed Ten Thousand Dollars ($10,000) for each Single-Family Home for eligible homebuyers up to one hundred percent (100%) of the Chicago Primary Metropolitan Statistical Area Median Income ("A.M.I.") with respect to Single-Family Homes not to exceed Thirty Thousand Dollars ($30,000) for each Two-Flat Building for eligible homebuyers up to one hundred twenty percent (120%) of A.M.I., or Nine Hundred Fifty Thousand Dollars ($950,000) in the aggregate.
Amount of Additional Purchase Price Subsidy:	Not to exceed Thirty Thousand Dollars ($30,000) for each Single-Family Home for eligible homebuyers up to sixty percent (60%) of the A.M.I. and not to exceed Twenty Thousand Dollars ($20,000) for each Single-Family Home for eligible homebuyers above sixty percent (60%) and up to eighty percent (80%) A.M.I. or Five Hundred Ten Thousand Dollars ($510,000) in the aggregate.

Amount of DDA Purchase Price Subsidy:	Not to exceed Twenty Thousand Dollars $20,000) for each Single-Family Home Two- Flat Building, or Five Hundred Thousand Dollars ($500,000) in the aggregate.

SECTION 4. The Commissioner, or a designee of the Commissioner, is authorized to execute a Second Amendment to Redevelopment Agreement in substantially the form of Exhibit B to this ordinance (the "Second Amendment"), and such other documents as may be necessary to effectuate the transaction described herein, subject to the approval of the Corporation Counsel.

SECTION 5. The waiver of the City fees and charges listed on Exhibit C attached hereto with respect to the construction of the Homes on the Additional Parcels is hereby approved.

SECTION 6. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, quiteclaim deeds conveying the Remaining Parcels and the Additional Parcels to the Developer from time to time, subject to the terms and conditions of the Project Ordinance, and the Redevelopment Agreement and the First Amendment, as amended hereby. The Department of General Services is also authorized to execute a right-of-entry in its customary form granting the Developer the right to place a trailer on one of the Remaining Parcels for purposes of housing an on-site construction office for no consideration in order to assist in the development of the project.

SECTION 7. 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. The provisions of Municipal Code Chapter 2-44-090 shall not apply to the New Homes Program.

SECTION 8. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. This ordinance shall take effect immediately upon its passage and approval.

Exhibits "A-1", "A-2", "B" and "C" referred to in this ordinance read as follows:

Exhibit "A-1".
(To Ordinance)

Remaining Parcels.

(Subject To Final Title Commitment And Survey).

New Homes For Chicago Karry Young
-- Englewood Homes.

Lot Number	PIN	Address	SqFt	Cost @ $8 sqft
1	20-17-305-013	5921 S Ada St	3,125	$25,000
2	20-17-321-015	6123 S Ada St	2,911	$23,288
3	20-17-321-016	6125 S Ada St	2,911	$23,288
4	20-17-321-019	6129 S Ada St	2,911	$23,288
5	20-17-321-022	6137 S Ada St	1,455	$11,640
6	20-17-321-023	6139 S Ada St	2,911	$23,288
7	20-17-326-020	6206 S Laflin St	3,119	$24,950
8	20-17-327-010	6231 S Laflin St	3,119	$24,950
9	20-17-305-029	5916 S Throop St	2,988	$23,900
10	20-17-305-031	5920 S Throop St	2,988	$23,900

Exhibit "A-2".
(To Ordinance)

Additional Parcels.

(Subject To Final Title Commitment And Survey).

Address	P.I.N.	SQFT	$ Value
5931 S. Loomis	20-17-304-017	3100	$31,000
5947 S. Loomis	20-17-304-023	3100	$31,000
6133 S. Loomis	20-17-320-018	2900	$29,000
5923 S. Ada	20-17-305-013	3100	$31,000
5935 S. Ada	20-17-305-018	3100	$31,000
5945 S. Ada	20-17-305-022	3100	$31,000
6047 S. Ada	20-17-313-006	3100	$31,000
6146 S. Ada	20-17-320-043	2900	$29,000
6131 S. Ada	20-17-321-019	2900	$29,000
6148 S. Ada	20-17-320-044	2900	$29,000
6201 S. Ada	20-17-330-001	3000	$30,000
6203 S. Ada	20-17-330-002	3000	$30,000
6205 S. Ada	20-17-330-003	3000	$30,000
6011 S. Throop	20-17-314-005	3100	$31,000
6021 S. Throop	20-17-314-009	3100	$31,000
6027 S. Throop	20-17-314-011	3100	$31,000
6121 S. Throop	20-17-322-008	3300	$33,000
6120 S. Throop	20-17-321-034	2900	$29,000
6134 S. Throop	20-17-321-040	4400	$44,000
6136 S. Throop	20-17-321-041	4400	$44,000
6144 S. Throop	20-17-321-043	2900	$29,000
6156 S. Throop	20-17-321-048	2900	$29,000
6001 S. Elizabeth	20-17-315-001	3100	$31,000
6043 S. Elizabeth	20-17-315-018	3900	$39,000
5938 S. Racine	20-17-307-035	3100	$31,000
5942 S. Racine	20-17-307-037	3100	$31,000
5944 S. Racine	20-17-307-038	3300	$33,000
5945 S. Racine	20-17-400-023	3100	$31,000
5950 S. Racine	20-17-400-047	6300	$63,000
5955 S. Racine	20-17-400-027	3100	$31,000
5959 S. Racine	20-17-400-028	3800	$38,000
6003 S. Racine	20-17-408-001	6000	$60,000
6020 S. Racine	20-17-315-029	3100	$31,000
6213 S. Racine	20-17-424-004	9400	$94,000

Exhibit "B".
(To Ordinance)

Second Amendment to Redevelopment Agreement.

This Second Amendment to Redevelopment Agreement ("Second Amendment"), dated as of _____, 2007, is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City"), acting by and through its Department of Housing ("DOH") and Karry L. Young Development, LLC, an Illinois limited liability company, having its principal office at 6043 S. Halsted Street, Chicago, Illinois 60621 ("Developer"). Capitalized terms not otherwise defined herein shall have the meaning given in the Original Redevelopment Agreement (as defined below).

RECITALS

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. Pursuant to ordinance adopted by the City Council of the City (the "City Council") on November 3, 2004 and published in the Journal of Proceedings of the City Council ("Journal") for such date at pages 35021-35030, the City Council has previously approved the participation of and the conveyance of certain City-owned parcels to the Developer for construction of Single Family Homes and Two-Flat Buildings ("Homes") under the New Homes Program.

C. Pursuant to such ordinances and the New Homes Program, the City and the Developer have entered into that certain "Redevelopment Agreement New Homes For Chicago Program Karry L. Young Construction, Inc." dated as of January 27, 2005 and recorded in the Recorder's Office of Cook County on August 23, 2006 as document no. 0623532008 (the "Original Redevelopment Agreement"). After the execution of such Original Redevelopment Agreement, the City Council,

by ordinance adopted on April 26, 2006 and published in the Journal for such date at pages 75201 - 75212 (the "Restated Program Ordinance"), revised and updated the New Homes Program by, among other things, increasing the maximum lot value for City lots that may be conveyed to developers to $50,000.00 per lot, increasing the maximum base purchase, and making the other changes described in the Restated Program Ordinance. As a result, the Original Redevelopment Agreement was subsequently amended by that certain Amendment to Redevelopment Agreement dated August 22, 2006 and recorded in the Recorder's Office of Cook County on August 23, 2006 as document no. 0623532009 (the "First Amendment"), which made applicable to the Project the provisions of such Restated Program Ordinance.

D. Section 4.7 of the Original Redevelopment Agreement obligated the Developer to complete the construction of all homes within twenty-four (24) months of the execution date of the Original Redevelopment Agreement. To date, the Developer has begun construction on eighteen (18) homes.

E. DOH and the Developer desire to: extend the completion date in such Section 4.7 to permit the City-owned lots identified in the Redevelopment Agreement but not yet conveyed (the "Remaining Parcels"), which Remaining Parcels are also identified on Exhibit A-1 to this Second Amendment, to be conveyed; to convey the additional City-owned lots identified on Exhibit A-2 to this Second Amendment (the "Additional Parcels"); to permit additional homes to be constructed on the Remaining Parcels and Additional Parcels; to permit the City to make available to eligible homebuyers a DDA Purchase Price Subsidy (as defined in the Restated Program Ordinance); and to make certain other modifications to the Redevelopment Agreement.

F. By ordinance adopted on _____, 2007 and published in the Journal for such date at pages _____ (the "Project Ordinance"), the City Council has authorized the changes described in Recital E and the execution of this Second Amendment.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above constitute an integral part of this Second Amendment and are incorporated herein by this reference as if fully set forth herein.

SECTION 2. CONFLICT.

In the event of a conflict between the terms of the Original Redevelopment Agreement or the First Amendment and the terms of this Second Amendment, the terms of this Second Amendment shall govern and control.

SECTION 3. AMENDMENTS TO PRICE LIMITS.

(a) The references to "Twenty Thousand Dollars ($20,000) in Recital H and Section 4.5(b)(1) of the Original Redevelopment Agreement, shall be amended to read "Fifty Thousand Dollars ($50,000)," which is the maximum fair market value for City Lots under the Restated Program Ordinance. Such revised limit shall apply to the Remaining Parcels and the Additional Parcels, together with the recapture provisions in Section 8(a) of the Restated Program Ordinance, which recapture provisions shall apply to the full fair market value of the Remaining Parcels and the Additional Parcels (i.e., to both to the first $50,000 in value, and to any excess value over $50,000) and shall supersede the recapture provisions in Section 4.5(b)(1) of the Original Redevelopment Agreement.

(b) The reference to the maximum Development Subsidy in Recital I of the Original Redevelopment Agreement shall be amended to include the additional Purchase Price Subsidy authorized by the Project Ordinance.

(c) The references to the maximum base purchase price for Single Family Homes and Two-Flat Buildings in Section 3.1 and Section 5.1(a) of the Original Redevelopment Agreement shall be $195,000 and $265,000, respectively, which are the maximum base purchase prices under the Restated Project Ordinance. Such maximum limit shall apply to all Homes built in the project.

(d) References in Section 4.5(b)(2) and elsewhere in the Original Redevelopment Agreement to the "Development Subsidy" shall be deemed to refer to the "Purchase Price Subsidy" as defined in the Restated Program Ordinance.

(e) References in Section 4.5(b)(3) and elsewhere in the Original Redevelopment Agreement to the "HOME Purchase Price Subsidy" shall be deemed to refer to the "Additional Purchase Price Subsidy" as defined in the Restated Program Ordinance.

(f) The EZ-HOME Purchase Price Subsidy described in Section 4.5(b)(4) of the Original Redevelopment Agreement shall no longer be made available.

(g) Upon the Developer's written request, DOH, in its sole discretion, may also elect to make available with respect to the Homes constructed on the Remaining Parcels and the Additional Parcels the DDA Purchase Price Subsidy described in Section 7(e) of the Restated Program Ordinance. A new Section 4.5(b)(4) shall be included in the Redevelopment Agreement that states:

> **(4) DDA Purchase Price Subsidy**. If DOH determines that either the neighborhood in which the Homes are to be built, or a portion thereof, is a difficult to develop area or, within the meaning of Section 7(e) of the New Homes Program ordinance,

the Developer may request that the City provide homebuyers purchasing a Home with a homebuyer assistance subsidy in an amount not to exceed Twenty Thousand Dollars ($20,000) (the "DDA Purchase Price Subsidy"). DOH's approval of such DDA Purchase Price Subsidy request shall be in DOH's sole discretion. Subject to such DOH approval and the availability of DDA Purchase Price Subsidy funds, the DDA Purchase Price Subsidy shall be provided to the homebuyer at the closing of the sale of the Home, but only if the Developer satisfies the applicable conditions precedent to the disbursement of the HOME Purchase Price Subsidy as conditions also applicable to the disbursement of the DDA Purchase Price Subsidy. The DDA Purchase Price Subsidy funds provided to a particular homebuyer shall be funded at closing, in accordance with the Escrow Agreement.

Developer shall advise homebuyers receiving a DDA Purchase Price Subsidy that such homebuyers must execute the City Junior Mortgage in favor of the City, which shall secure, among other things, an amount equal to the DDA Purchase Price Subsidy received by the homebuyer. The DDA Purchase Price Subsidy amount secured by the City Junior Mortgage shall decline by twenty-five percent (25%) on each anniversary of the homebuyer's closing date and, after the fourth anniversary date, shall be zero. The City Junior Mortgage lien shall be subordinate to the lien in favor of the homebuyer's purchase money mortgage, and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

SECTION 4. INCORPORATION OF REPRESENTATIONS AND WARRANTIES.

The representations and warranties of the Developer in the Original Redevelopment Agreement, including, without limitation, in Section II thereof, are incorporated herein by reference as if fully set forth herein as the restated and continuing representations and warranties of the Developer.

SECTION 5. CONVEYANCE OF REMAINING PARCELS AND ADDITIONAL PARCELS.

The conveyance of the Remaining Parcels and the Additional Parcels shall be governed by the provisions in Section III of the Original Redevelopment Agreement and such provisions are herein incorporated by reference as if fully set forth herein. In no instance shall any of the Remaining Parcels or Additional Parcels be conveyed after December 31, 2008. The construction of all Homes on the Remaining Parcels and Additional Parcels shall be completed not later than June 30, 2009. Both such outside dates are subject to extension for the occurrence of any Permitted Delay described in Section 6.2 of the Original Redevelopment Agreement.

SECTION 6. CONSTRUCTION OF THE PROJECT

The construction of Homes on the Remaining Parcels and on the Additional Remaining Parcels shall be governed by the provisions of Section IV of the Original Redevelopment Agreement,

as amended hereby, and such provisions are herein incorporated by reference as if fully set forth herein, subject, however, to the modifications set forth herein. In lieu of the completion deadlines set forth in Section 4.1 and Section 4.7 of the Original Redevelopment Agreement, the Developer shall, subject to the occurrence of Permitted Delays described in Section 6.2 of the Original Redevelopment Agreement, diligently complete the Project by the dates set forth in Section 5 of this Second Amendment. The Commissioner of DOH shall have discretion, but no obligation, to extend such dates by executing a written amendment to the Redevelopment Agreement extending such time period by up to six (6) months in the aggregate for good cause shown. Exhibit F to the Original Redevelopment Agreement is hereby amended and replaced by Exhibit B to this Second Amendment, which sets forth the revised construction schedule for the Project.

In connection with the construction of Homes on the Remaining Parcels and the Additional Parcels, the City shall continue to make available the Development Subsidy (now defined as the Purchase Price Subsidy) described in Section 4.5(b)(2) of the Original Redevelopment Agreement and, as to Single Family Homes, the HOME Purchase Price Subsidy (now defined as the Additional Purchase Price Subsidy) described in Section 4.5(b)(3) of the Original Redevelopment Agreement.

SECTION 7. PROGRAM COVENANTS.

The New Homes Program covenant provisions set forth in Section V of the Original Redevelopment Agreement shall apply to the construction of Homes on the Remaining Parcels and the Additional Parcels and such provisions are herein incorporated by reference as if fully set forth herein, subject, however, to the following modifications:

(a) Developer shall advise each homebuyer who executes a purchase contract for a Home on a Remaining Parcel that such homebuyer shall be required to execute and record at the time of the homebuyer's closing (and the Developer shall attach as an exhibit to the homebuyer's sales contract) a mortgage, security and recapture agreement in favor of the City (the "City Junior Mortgage"), in the form of Exhibit C to this Second Amendment, which shall also include the homebuyer's covenant to use the Home as the homebuyer's principal residence, and shall secure all amounts described in the Original Redevelopment Agreement, the First Amendment, and this Second Amendment as being subject to recapture or repayment.

(b) Homebuyers who execute a purchase contract for any Home in the project may be charged the maximum base purchase price permitted under this Second Amendment.

SECTION 8. PERFORMANCE

The general performance provisions of Section VI of the Original Redevelopment Agreement shall continue to apply to the construction of Homes on the Remaining Parcels and the Additional Parcels and such provisions are herein incorporated by reference as if fully set forth herein.

SECTION 9. DEVELOPER'S EMPLOYMENT OBLIGATIONS

The Developer's Performance Obligations under Section VII of the Original Redevelopment Agreement shall continue to apply to the construction of Homes on the Remaining Parcels and the Additional Parcels such provisions are herein incorporated by reference as if fully set forth herein.

SECTION 10. MISCELLANEOUS PROVISIONS

The Miscellaneous Provisions of Section VIII of the Original Redevelopment Agreement shall continue to apply to the construction of Homes on the Remaining Parcels and Additional Parcels and such provisions are herein incorporated by reference as if fully set forth herein, except that notices to the Corporation Counsel under Section 8.8 of the Redevelopment shall be sent to:

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

SECTION 11. BUSINESS RELATIONSHIPS.

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

SECTION 12. PATRIOT ACT CERTIFICATION.

Developer represents and warrants that neither Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities

with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List

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

SECTION 13. PROHIBITION ON CERTAIN CONTRIBUTIONS - MAYORAL EXECUTIVE ORDER 05-01.

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer' contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of the Redevelopment Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Second Amendment by Developer, (ii) while the Redevelopment Agreement or any Other Contract is executory, (iii) during the term of the Redevelopment Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of the Redevelopment Agreement or any Other Contract is being sought or negotiated.

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

Developer agrees that it shall not: (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.

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

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under the Redevelopment 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 the Redevelopment Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (I) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (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 of the City of Chicago.

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

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

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) 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
(E) 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. a 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.

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

SECTION 14. WASTE SECTIONS

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of the following sections of the Municipal Code of Chicago (collectively, the "Waste Sections"):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Agreement is executory, Developer, Developer's 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 discretion of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Developer's eligibility for future contract awards.

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

CITY OF CHICAGO, acting by and
through its Department of Housing

By:_____
John Markowski
Commissioner

KARRY L. YOUNG DEVELOPMENT
LLC., an Illinois limited liability company

By:_____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

GIVEN under my hand and notarial seal this _____ day of_____, 2007.

_____
Notary Public

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of Karry L. Young Development, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such he signed and delivered the said instrument, pursuant to authority given by the bylaws and board of such corporation, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2007.

_____
Notary Public

(SEAL)

[(Sub)Exhibits "A-1" and "A-2" referred to in this Second Amendment to Redevelopment Agreement with Karry L. Young Development, L.L.C. constitute Exhibits "A-1" and "A-2", respectively, to ordinance and printed on pages 104988 and 104989 of this *Journal.*]

Exhibit "C".
(To Ordinance)

Fee Waivers.

(New Home For Chicago And City Lots For City Living Programs)

Department Of Construction And Permits.

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). The fee reduction is not applicable to the electrical permit.

Department Of Housing.

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department Of Planning And Development.

Open Space Impact fees are not waived. For the New Homes for Chicago or City Lots for City Living Programs, an Open Space Impact Fee of One Hundred Dollars ($100) per unit will be assessed to the developer to be paid to the City of Chicago as a condition of issuance of a building permit.

Department Of Water Management.

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water tap are waived. Water liens against City-owned lots only are waived. (B-boxes, meters and remote readouts are not waived and need to be purchased.)

Department Of Streets And Sanitation.

Street opening or patching fees, deposits or bonds are not waived at this time.

Department Of Transportation.

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes for Chicago or City Lots for City Living Programs.

Department Of Zoning.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as giving notice to nearby property owners if a zoning change is requested, is not waived.

AUTHORIZATION FOR CONVEYANCE OF CERTAIN PROPERTIES WITHIN 3700 BLOCK OF WEST LELAND AVENUE AND 4600 BLOCK OF NORTH LAWNDALE AVENUE TO CHICAGO PUBLIC BUILDING COMMISSION IN CONNECTION WITH HAUGAN MIDDLE SCHOOL CAMPUS REHABILITATION PROJECT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Board of Education authorizing a conveyance of property in the 3700 block of Leland Avenue and the 4600 block of North Lawndale Avenue to the Public Building Commission, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago ("Board") exercises general supervision and jurisdiction over the establishment and maintenance of public schools and other educational facilities of the Board including playgrounds and other recreational facilities; and

WHEREAS, The Public Building Commission of Chicago ("P.B.C.") is a municipal corporation duly organized for the purpose, among others, of making possible the construction, acquisition, erection, alteration and improvements of public improvements, buildings and facilities at locations within the City of Chicago for use of governmental agencies; and

WHEREAS, The P.B.C., at the request of the Board has undertaken the construction, alteration, improvement, repair, renovation and rehabilitation of the Haugan Middle School Campus ("Project"); and

WHEREAS, A portion of the proceeds for construction of the Project are bond funds (Series A of 1990) issued by the P.B.C. on the Board's behalf; and

WHEREAS, It is necessary and in the best interest of the parties that title to all lands associated with the Project be held in the name of the P.B.C., for the benefit of the Board; and

WHEREAS, The Board of Education of the City of Chicago, at its meeting of September 28, 2005, by a vote of not less than two-thirds of its full membership, has determined that such designated sites associated with the Project more fully described on which are now held in fee simple title by the City of Chicago In Trust For the Schools, be conveyed to the P.B.C. with a provision in such conveyance for the reverter of such real property to the City of Chicago In Trust For the Use of Schools, at such time as the Lease (Series A of 1990) expires; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City of Chicago, pursuant to the request of the Board of Education of the City of Chicago, agrees to convey the property, as more fully described on Exhibit A attached, to the Public Building Commission of Chicago.

SECTION 2. That the Mayor, or his designee, and the City Clerk are authorized to sign and attest a deed conveying to the Public Building Commission of Chicago, a municipal corporation, all rights of the City of Chicago In Trust For the Use of Schools in and to said school property, with a provision in such conveyance for the reverter of such real property to the City of Chicago In Trust For the Use of Schools, at such time as the Lease (Series A of 1990) expires.

SECTION 3. That this ordinance shall be in effect from and after its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Descriptions.

3723 -- 3759 West Leland Avenue, Chicago Public Schools:

Lots 1 through 15, inclusive, in Block 3 in Rebort S. Disney's Irving Park

Subdivision of the west 25 acres of the east half of the northwest quarter of Section 14, Township 40 North, Range 13 East of the Third Principal Meridian.

Permanent Index Numbers:

13-14-111-001 through 008; and 13-14-111-048-0000 (new permanent index number consolidated 001 through 008).

4654 -- 4656 North Lawndale Avenue and 3707 -- 3709 West Leland Avenue:

the south 97.95 feet of the north 794.85 feet of the east 158 feet (except the east 33 feet dedicated in street) of the west half of the east half of the northwest quarter of Section 14, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number:

13-14-111-042-0000.

4601 North Lawndale Avenue, Chicago:

the south 9 feet of Lot 15 and all of Lots 16 to 18 in Block 3 in Johnson and Tyden's Addition to West Ravenswood, a subdivision of the east quarter of the northeast quarter of the northwest quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number :

13-14-112-010-0000.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 6407 SOUTH BLACKSTONE AVENUE AND SUBSEQUENT CONVEYANCE TO SOCIETY OF MOUNT CARMEL FOR EXPANSION OF WOODLAWN CAMPUS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving the purchase of property located at 6407 South Blackstone Avenue from the Chicago Public Schools and subsequent conveyance to Mount Carmel High School, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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 (the "Illinois Constitution") and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Board of Education of the City of Chicago (the "Board"), is a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq. (the "School Code"); and

WHEREAS, The Public Building Commission of Chicago ("P.B.C.") is the owner of real estate located at 6407 South Blackstone Avenue, Chicago, Illinois and legally described on Exhibit A (the "Property"), which Property contains a total land area of approximately nineteen thousand (19,000) square feet improved with a one (1) story metal-sided and steel-constructed building; and

WHEREAS, The Board has caused an independent appraisal of the Property to be made, which independent appraisal has determined that the Property has an appraised value of Two Hundred Ten Thousand and no/100 Dollars ($210,000.00) (such amount, the "Board Purchase Price"); and

WHEREAS, Pursuant to the Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., the Board, at its meeting of February 22, 2006, pursuant to Resolution 06-0222-OP5 (the "B.O.E. Resolution"), by a vote of not less than two-thirds of its full membership, has requested the P.B.C. to convey such Property to the City, subject to the City's prior passage of an ordinance declaring that it is necessary or convenient for the City to acquire the Property for a public use and subject to the City's payment to the Board of the Board Purchase Price; and

WHEREAS, Consistent with the B.O.E. Resolution, the Board of the P.B.C., by resolution duly adopted at a March 13, 2007 meeting of the Board of the P.B.C., has also approved the conveyance of the Property to the City; and

WHEREAS, The Society of Mount Carmel, an Illinois not-for-profit corporation (the "School") proposes to utilize the Property for non-sectarian educational and ancillary purposes as part of its Woodlawn campus; and

WHEREAS, The City, upon acquiring the Property, shall immediately convey the Property to the School for the Board Purchase Price, which School shall use the Property for such non-sectarian educational and ancillary purposes; and

WHEREAS, Article X, Section 1 of the Illinois Constitution declares that a "fundamental goal of the People of the State is the educational development of all persons to the limits of their capacities"; and

WHEREAS, The City Council finds and declares that it is necessary and useful to acquire the Property and to thereafter convey the Property to the School for non-sectarian, non-profit educational purposes, and that such acquisition, conveyance and use shall serve the public purposes of the educational development of the students at the School and the advancement of the health, safety and welfare of the Woodlawn community area, which, together with other south side community areas, is served by the School; and

WHEREAS, Pursuant to Resolution Number 06-126-21 approved on November 16, 2006, the Chicago Plan Commission (the "Commission") has approved the transfer of the Property from the City to the School for the Board Purchase Price; and

WHEREAS, The Commission has caused notice of such proposed transfer to be published, has requested alternative proposals for the transfer and use of the Property and provided reasonable opportunity for other persons to submit alternative bids or proposals; and

WHEREAS, Since no other responsive proposals were received by D.P.D., the Commission has recommended that the Property be conveyed by the City to the School for the Board Purchase Price; and

WHEREAS, The City desires to accept the conveyance of the Property from the P.B.C. and to further convey the Property to the School; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals, findings and declarations are incorporated herein by reference and made a part hereof.

SECTION 2. The City's purchase of the Property from the Board for the agreed upon consideration of Two Hundred Ten Thousand and no/100 Dollars ($210,000.00), and the City's acceptance of the conveyance of such Property, is hereby approved.

SECTION 3. The City's sale of the Property to the School for the agreed upon consideration of Two Hundred Ten Thousand and no/100 Dollars ($210,000.00) is hereby approved. Any additional closing costs associated with the Board's conveyance of the Property to the City, or the City's conveyance of the Property to the School, shall be borne by the School. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the School. Such quitclaim deed shall include a use restriction limiting the use of the Property to non-sectarian, non-profit educational and ancillary purposes, which use restriction shall run with the land and be binding upon the School, its successors and assigns for a period of ten (10) years and may not be terminated or released without the approval of the City Council. Such quitclaim deed shall also include a use restriction prohibiting the use of the Property for religious purposes, which use restriction shall run with the land and be binding upon the School, its successors and assigns in perpetuity and may not be terminated or released without the approval of the City Council.

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

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

SECTION 6. This ordinance shall be in full force and effect immediately upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description (subject to title and survey):

Lots 69 and 70 in Robertson's Subdivision of the north 25.25 acres of that part of the east half of the northeast quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, lying east of the Illinois Central Railroad, in Cook County, Illinois.

Commonly Known As:

6407 South Blackstone Avenue.

Permanent Index Number:

20-23-216-0007.

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 800 SOUTH DESPLAINES STREET FOR BENEFIT OF NEW MAXWELL STREET MARKET.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the purchase of property from the Illinois Department of Transportation and authorizing an acquisition price for the property located at 800 South DesPlaines Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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 City Council on September 14, 2005 and published at pages 55694 -- 55698 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, as a result of various public works projects, and the continued development of the near southwest side of the City, and to ensure the continued successful operations of the New Maxwell Street Market ("Market"), the Market will be relocated

from its current location on Canal Street to a new location on Des Plaines Street to allow for infrastructure improvements and an increased number of vendor spaces; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 1, 2006 and published at pages 90013 through 90016 in the *Journal* of such date, the Corporation Counsel was authorized to enter into a purchase contract with Illinois Department of Transportation ("I.D.O.T.") or another State of Illinois agency or department for the acquisition of 800 South Des Plaines Street located in the Area listed on Exhibit A to this ordinance (the "Acquisition Parcel"), to be utilized as part of the Market to allow for infrastructure improvements and an increased number of vendor spaces, and the City was authorized to accept the conveyance of such Acquisition Parcel upon payment of the base purchase price, which base purchase price shall be subject to the further approval of the City Council; and

WHEREAS, The City and I.D.O.T. have negotiated a fair market value purchase price for the property in the amount of Four Million Seven Hundred Sixty-six Thousand Six Hundred Sixty-six and no/100 Dollars ($4,766,666.00) ("Purchase Price"), plus such additional amounts for customary closing costs such as, for example, title charges and recording costs, as may be necessary or appropriate; and

WHEREAS, The City, acting by and through the Department of Planning and Development ("D.P.D."), desires to purchase the property from the I.D.O.T. for the Purchase Price; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

SECTION 2. The City's purchase of the property from the Owner for the Purchase Price of Four Million Seven Hundred Sixty-six Thousand Six Hundred Sixty-six and no/100 Dollars ($4,766,666.00), plus such additional amounts for customary closing costs such as, for example, title charges and recording costs, as may be necessary or appropriate is hereby approved.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a purchase agreement for the Acquisition Parcel for the Purchase Price, and such other supporting documents as may be necessary or appropriate to carry out and consummate the City's purchase of the Acquisition Parcel, and to accept a deed to the Property.

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

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

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Legal Description (subject to final title and survey)

A parcel of land comprising parts of Lots 6, 7, 8, 9, 11, 22, 24 and all of Lots 10 and 23 in Elijah K. Hubbard's Subdivision of Block 15, and parts of Lots 6, 8 and all of Lot 7 in Elijah K. Hubbard's Subdivision of Block 16, together with part of vacated Cabrini Street and vacated Arthington Street, all in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

commencing at an iron pipe found at the southwest corner of Lot 11 in Elijah K. Hubbard's Subdivision of Block 15; thence south 89 degrees, 43 minutes, 02 seconds east along said south line of vacated Arthington Street, 30.00 feet; thence north 00 degrees, 35 minutes, 07 seconds east along a line 30 feet east of and parallel to the west line of Lot 6 in Elijah K. Hubbard's Subdivision of Block 15 extended southerly to a point on the centerline of vacated Arthington Street also being a point of beginning; thence continuing north 00 degrees, 35 minutes, 07 seconds east along a line 30 feet east of and parallel to the west line of said Lots 6 and 22 in Elijah K. Hubbard's Subdivision of Block 15 and the west line of said Lots 6 and 11 in Elijah K. Hubbard's Subdivision of Block 16, 500.53 feet to a point on the south line of Polk Street being 30 feet east of the northwest corner of Lot 6 in Elijah K. Hubbard's Subdivision of Block 16; thence south 89 degrees, 02 minutes, 29 seconds east along the south line of Polk Street, 100.00 feet to the intersection with the west line of South Des Plaines Street (as widened); thence south 00 degrees, 35 minutes, 07 seconds west, 499.35 feet to a point on the centerline of vacated Arthington Street; thence south 89 degrees, 43 minutes, 02 seconds west along the centerline of vacated Arthington Street, 100.00 feet to the point of beginning, in Cook County, Illinois.

Containing 1.148 acres, more or less.

Commonly Known As:

800 South Des Plaines Street
Chicago, Illinois.

Permanent Index Numbers:

17-16-309-053-0000;

17-16-313-042-0000;

17-16-313-044-0000; and

17-16-313-045-0000.

AUTHORIZATION FOR ACQUISITION OF PROPERTIES AT 1759, 1799 AND 1805 NORTH MILWAUKEE AVENUE FOR CREATION OF PUBLIC OPEN SPACE AND PARK.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing an acquisition of property located at 1759, 1799 and 1805 North Milwaukee Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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, The Chicago Plan Commission, the Chicago Park District ("C.P.D.") and the City Council of the City of Chicago have previously prepared and approved that certain planning document entitled, "CitySpace: An Open Space Plan For Chicago", dated January 1998 (the "Open Space Plan"), which set forth certain goals and objectives for increasing open space in the City; and

WHEREAS, The Open Space Plan set a minimum standard of two (2) acres of open space per one thousand (1,000) residents in a community area; and

WHEREAS, The Open Space Plan found that the Logan Square Community Area needed ninety-nine (99) acres of additional public open space to meet the minimum standard of two (2) acres of open space per one thousand (1,000) residents; and

WHEREAS, The City Council of the City ("City Council") finds that there is a shortage of public open space and public parks in the Logan Square neighborhood and the shortage is a serious issue for the community; and

WHEREAS, The City Council finds that open space and public parks are essential to the general health, safety and welfare of the City; and

WHEREAS, The City Council finds that the establishment of additional public open space and public parks is essential to the general health, safety and welfare of the City; and

WHEREAS, The City Council finds that it is useful, necessary and desirable to acquire the parcels of real property identified on Exhibit A attached hereto and make a part hereof (the "Acquisition Parcels") for public ownership and use and for the purpose of establishing such additional public open space and public park; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined, declared and found that it is useful, desirable and necessary that the City of Chicago acquire the Acquisition Parcels for the public purpose of establishing public open space and a public park.

SECTION 3. The Corporation Counsel is authorized to negotiate for the acquisition by the City of the Acquisition Parcels. If the Corporation Counsel and the owner(s) of an Acquisition Parcel are able to agree on the terms of the purchase, the Corporation Counsel is authorized to negotiate a purchase contract for such Acquisition Parcel on behalf of the City for the agreed price and the City is authorized to accept the conveyance of such Acquisition Parcel. The City anticipates subsequently conveying the Acquisition Parcel to the Chicago Park District, which conveyance shall be subject to the further approval of City Council. If the Corporation Counsel is unable to agree with the owner(s) of the Acquisition Parcels on the terms of the purchase, or if the owner(s) is or are incapable of entering into such a transaction with the City, or if the owner(s) cannot be located, then the Corporation Counsel is authorized to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Acquisition Parcels under the City's power of eminent domain. Such acquisition efforts shall commence (a) with respect to the Acquisition Parcels identified on Exhibit A as being vacant land, within ten (10) years of the date of the publication of this ordinance, and (b) with respect to the Acquisition Parcel identified on Exhibit A as being an improved parcel, within four (4) years of the date of the publication of this ordinance. Commencement shall be deemed to have

occurred within such period upon the City's delivery of an offer letter to the owner(s) of the Acquisition Parcels.

SECTION 4. The Commissioner of the Department of Planning and Development is authorized to execute such documents as may be necessary to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 5. 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 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be effective upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Acquisition Parcels.

(Subject To Final Title Commitment And Survey)

Addresses:

1759 North Milwaukee Avenue, Chicago, Illinois (Vacant Parcel);

1799 North Milwaukee Avenue, Chicago, Illinois (Improved Parcel); and

1805 North Milwaukee Avenue, Chicago, Illinois (Vacant Parcel).

Permanent Index Number(s):

14-31-502-001;

14-31-312-044; and

14-31-312-043.

AMENDMENT OF PRIOR ORDINANCE WHICH AUTHORIZED VACATION OF CERTAIN RIGHTS-OF-WAY, PORTION OF PUBLIC ALLEY, PORTION OF SOUTH PULASKI ROAD AND AREA BOUNDED BY WEST 63RD STREET, SOUTH PULASKI ROAD, WEST 63RD PLACE AND SOUTH SPRINGFIELD AVENUE BY RELEASING BUILDING RESTRICTIONS AND REMOVING EASEMENT FOR EXISTING SEWERS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Water Management an ordinance amending a previously passed vacation ordinance, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following ordinance is said ordinance as passed:

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, The City passed an ordinance on November 1, 2005 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 60248 -- 60252) ("Vacation Ordinance") vacating certain rights-of-way, including in part, a portion of the first east/west public alley south of West 63rd Street between South Pulaski Road and 108 feet east of the east line of South Pulaski Road and the area bounded by West 63rd Street, South Pulaski Road, West 63rd Place and South Springfield Avenue; and

WHEREAS, Section 3 of the Vacation Ordinance prohibits American Drug Stores, its successors and assigns, from erecting buildings or other structures on the vacated alleys; and

WHEREAS, Highland Park, CVS, L.L.C. ("CVS") has purchased all of the interest in such vacated property and certain other real property from American Drug Stores including its interest in the vacated property; and

WHEREAS, CVS would like to build over the restricted area in the alley and has requested that the City remove the easement for existing sewers and release the building restriction; and

WHEREAS, The Vacation Ordinance did not provide for an easement in the alley for existing water mains as no water mains exist in the alley; and

WHEREAS, In consideration for releasing the building restriction and removing the easement for existing sewers, CVS has agreed to relocate the existing sewer manhole to a distance five (5) feet outside of the area to be vacated, repave the vacated alley up to the relocated sewer manhole to ensure that the storm water in the public alley is directed to the sewer manhole, and line the existing sewer currently located in West 63rd Place from the manhole near the east line of South Pulaski Road to the manhole near 108 feet east of the east line of South Pulaski Road; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

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

SECTION 2. The Vacation Ordinance is hereby amended by removing the no build clause and the reservation of the right-of-way for existing sewers as to the first east/west alley, south of West 63rd Street between South Pulaski Road and 108 feet east of the east line of South Pulaski Road, vacated pursuant to the Vacation Ordinance (the "Vacated East/West Alley").

SECTION 3. CVS will relocate the existing sewer manhole to a distance five (5) feet outside of the Vacated East/West Alley, repave the Vacated East/West Alley up to the relocated sewer manhole to ensure that the storm water in the public alley is directed to the sewer manhole, and line the existing sewer currently located in West 63rd Place from the manhole near the east line of South Pulaski Road to the manhole near one hundred eight (108) feet east of the east line of South Pulaski Road.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and approval.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 180 NORTH MICHIGAN AVENUE FOR OFFICE OF INSPECTOR GENERAL.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of a lease agreement regarding property located at 180 North Michigan Avenue, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

Alderman O'Connor moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of the Department of General Services is authorized to execute on behalf of the City of Chicago, a new lease with 180 North Michigan, L.L.C., as Landlord, for approximately nine thousand nine hundred seventy-four (9,974) square feet of office space located at 180 North Michigan Avenue, for use by the Office of the Inspector General as Tenant; such lease to be approved by the Inspector General and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

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

Lease Agreement referred to in this ordinance reads as follows:

Lease Number 14210.

THIS LEASE is made and entered into this _____ day of _____, 2007, by and between **180 N. MICHIGAN LLC,** an Illinois Limited Liability Company, (hereinafter referred to as **"Landlord"**) and the **CITY OF CHICAGO,** an Illinois municipal corporation (hereinafter referred to as **"Tenant"**).

RECITALS

WHEREAS, Landlord is the owner of the premises more commonly known as 180 North Michigan Avenue, Suite 2000, Chicago, Illinois; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately 9,974 square feet of office space, known as Suite 2000 (the "Premises") located on that certain parcel of real estate more commonly known as 180 North Michigan Avenue, Chicago, Illinois (the "Building").

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

SECTION 1. GRANT

Landlord hereby leases to Tenant the Premises located within the Building, all as described above situated in the City of Chicago, County of Cook, State of Illinois.

SECTION 2. TERM

The term of this Lease ("Term") shall commence on June 1, 2007 ("Commencement Date"), and shall end May 31, 2012, unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES, UTILITIES, ALLOWANCE

3.1 Rent. Tenant shall pay base rent for the Premises in the amount of:

Fourteen Thousand Four Hundred and 00/100 Dollars (**$14,400.00**) per month for the period beginning on June 1, 2007 and ending on May 31, 2012.

Rent shall be paid to Landlord at 180 North Michigan Avenue, Suite 200, Chicago, Illinois 60601, or at such place as Landlord may from time to time, hereby designate in writing to Tenant.

3.2 Taxes and Other Levies. Landlord shall pay when due all real estate taxes, duties, assessments, sewer and water charges and other levies assessed against the Premises, except for those charges which this Lease specifies that Tenant shall pay.

3.3 Utilities. Landlord shall pay when due all charges for gas, heat, and all other utility services used in or supplied to the Premises, except for those charges which this Lease specifies that Tenant shall pay.

3.4 Electricity and Communications. Landlord shall provide and Tenant shall pay for electricity servicing the Premises. Tenant shall provide and pay for telephone service, and other communications equipment used in said Premises. Tenant further assumes all costs associated with installation and maintenance of phone or data lines into the Premises.

3.5 Tenant Allowance. During the Term of this Lease, Landlord shall provide Tenant with $79,976.00 ($8.00 per square foot) allowance for improvements on the site for the duration of the Lease. This allowance may be used by Tenant for carpeting, painting, or any other improvements on the Premises. Tenant understands that the costs for carpeting and painting necessary for Tenant's initial occupancy will be deducted from this allowance. Any remaining funds not used by Tenant as improvements on the site may be used by Tenant as rent abatement or for future improvements at Tenant's option.

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

4.1 Condition of Premises Upon Delivery of Possession. Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

(a) Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments, ("Law") which may by applicable to the Premises or to the use or manner of use of the Premises;

(b) Contain no environmentally hazardous materials accessible to Tenant.

Landlord's duty under this Section of the Lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant of Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty to Maintain Premises, Building and Right of Access. Except as otherwise provided in Section 4.4, Landlord shall, inclusive of Landlord's additional responsibilities set forth in Section 11, at Landlord's expense, keep the Building, and the Premises as may be effected by the Landlord's maintenance of the Building, in a condition of thorough repair and good order, and, with respect to the Premises as well, in compliance with all relevant State and Federal laws and with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), Title 15 ("Fire Prevention") and all applicable provisions of the Landscape Ordinance of the City of Chicago. Such maintenance obligations include, but are not limited, to repairs and periodic maintenance to the heating, cooling, ventilation, electrical, plumbing and other mechanical components of the Building. Tenant shall provide Landlord with written notice of any deficiencies within the Premises only. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises. Except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of the Premises.

If Landlord shall refuse or neglect to make needed repairs within thirty (30) days after receipt of written notice thereof sent by Tenant and received by Landlord, unless such repair cannot be remedied in such thirty (30) day period and Landlord shall have commenced and is diligently pursuing all necessary action to remedy such repair, Tenant is authorized to make such repairs and to receive a reduction in rent in the amounts so expended by Tenant.

Any repair of damage to or replacement of any windows, fixtures, and appurtenances (including hardware, heating, cooling, ventilating, electrical, plumbing and other mechanical facilities in the Premises) caused by the negligence of Tenant, its agents, employees or invitees, shall be repaired or replaced by Landlord, at Tenant's sole cost and expense. In such event, Landlord shall provide Tenant with thirty (30) days prior written notice of the need for such repair and/or replacement and Tenant shall within such thirty (30) days, arrange with Landlord to make or cause to be made such repair or replacement. If Tenant does not within such thirty (30) day period make such arrangements, Landlord shall make the required repairs and replacements

and one hundred twenty percent (120%) of Landlord's cost for such repairs and replacements shall be deemed additional rent reserved under this Lease due and payable forthwith by Tenant.

4.4. Tenant's Duty to Maintain Premises. The Tenant shall, at the Tenant's own expense, keep the Premises in good order, condition and repair and shall pay for the repair of any damage caused by Tenant, its agents, employees or invitees. All repairs and replacements shall be made with materials equal in quality and class to the original materials damaged or broken. All such repairs and replacements in this Section 4.4, and including such repairs and replacements the Landlord refuses or neglects to make, and excluding repairs or replacements falling within the Landlord's duties, as set forth in 4.3, shall be made under the supervision and with the prior written approval of Landlord, using contractors or City of Chicago tradespersons reasonably acceptable to Landlord.

4.5 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any law. Tenant further covenants not to do or suffer any waste or damage, and to comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises. Tenant shall use the Premises strictly as office space and for no other use unless Tenant has obtained the prior written consent of Landlord. Landlord shall not unreasonably withhold consent.

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

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. Tenant shall not assign this Lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

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

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Landlord's Insurance. The Landlord shall procure and maintain at all times, at Landlord's own expense, during the term of this Lease, the types of insurance specified

below, with insurance companies authorized to do business in the State of Illinois. The Landlord shall name, as additional insureds on a primary, non contributory basis for any liability on all insurance policies required in this Section 6 and elsewhere in this Lease, the City of Chicago, its employees, elected officials, agents, and representatives.

The kinds and amounts of insurance required are as follows:

a) Workers Compensation and Occupational Disease Insurance. Workers Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees and Employer's Liability coverage with limits of not less than $100,000 each accident or illness.

b) Commercial General Liability Insurance. (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, broad for property, separation of insureds, and contractual liability (with no limitation endorsement). As required herein, the City of Chicago, its employees, elected officials, agents, and representatives are to be named as additional insureds on a primary, non contributory basis for any liability arising directly or indirectly from the Landlord's ownership, use or operation of the Premises and Building, including, but not limited to, any negligent or willful act or omission of Landlord, or Landlord's employees, agents, contractors, licensees or invitees.

(c) Automobile Liability Insurance. (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, for bodily injury and property damage.

(d) All Risk Property Insurance. All risk property insurance coverage shall be maintained by the Landlord for full replacement value to protect against loss, damage to or destruction of property.

The Landlord shall be responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned or rented, by the Landlord.

6.2 Tenant's Insurance. Landlord acknowledges and agrees that Tenant is self-insured. Tenant maintains Worker's Compensation coverage for its employees. Tenant shall be responsible for damage and loss to its personal property within the Premises where Tenant causes such damage and loss. Tenant shall provide the letter of self insurance and this will satisfy Tenant's obligations under this Section.

6.3 Other Terms of Insurance. The Landlord will furnish the City of Chicago, Department of General Services, Office of Real Estate Management, 30 North LaSalle Street,

Suite 3700, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Lease, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease. The Landlord shall submit evidence on insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the City that the insurance requirements in the Lease have been fully met or that the insurance polices indicated on the certificate are in compliance with all Lease requirements. The failure of the City to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the City. The Landlord shall advise all insurers of the Lease provisions regarding insurance. Non-conforming insurance shall not relieve Landlord of its obligation to provide Insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Lease, and the City retains the right to terminate the Lease until proper evidence of insurance is provided.

The insurance shall provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles on referenced insurance coverages shall be borne by Landlord.

The Landlord agrees that insurers shall waive their rights of subrogation against the City of Chicago its employees, elected officials, agents or representatives.

The Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit the Landlord's liabilities and responsibilities specified within the Lease documents or by law.

The Landlord expressly understands and agrees that any insurance or self insurance programs maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Landlord under the lease to the extent set forth in Section 6.1 (b).

The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The City of Chicago, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements in a reasonable manner.

6.4 Mutual Indemnification. Landlord and Tenant shall indemnify and hold each other harmless against all liabilities, judgments costs, damages, and expenses which may accrue against, be charged to, or be recovered from either party by reason of any negligent performance of or failure to perform any of their obligations under this Lease beyond any applicable cure periods herein.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot reasonably continue, occupy or conduct its normal business therein, or if, in Tenant's reasonable opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this Lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect within thirty (30) days of the damage or destruction. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

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

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

SECTION 9. HOLDING OVER

9.1 Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning June 1, 2012. During said holding over period, the rent shall be at one-hundred three percent (103%) times the rate as set forth in Section 3.1.

SECTION 10. MISCELLANEOUS

10.1 Notice. All notices, demands and requests which may be or are required to be given demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to Tenant as follows:

City of Chicago
Department of General Services
Office of Real Estate Management
30 North LaSalle Street, Suite 3700
Chicago, Illinois 60602

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

180 N. Michigan LLC
c/o M&J Wilkow, Ltd.
180 North Michigan Avenue, Suite 200
Chicago, Illinois 60601
Attn: Marc R. Wilkow

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

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

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

10.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

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

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

10.7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

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

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

10.10 Termination of Lease. Tenant and Landlord shall have the right to terminate this Lease by providing each other with thirty (30) days prior written notice anytime after March 1, 2012.

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

10.12 Condemnation. If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the term of this Lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

10.13 Trade Fixtures. All trade fixtures, if any, become the property of Tenant during and after the term of this Lease.

10.14 Prior Leases. Upon execution of this Lease, all prior Leases on the Premises shall become null and void.

10.15 Default and Cure.

(a) Tenant Default and Cure. Failure by Tenant to observe or perform any covenant, agreement, condition or provision of this Lease within thirty (30) days after written

notice by Landlord thereof provided, if the nature of Tenant's obligation is such that more than thirty (30) days are required to cure then Tenant shall not be in default if Tenant commences the cure within such thirty (30) day period and thereafter diligently prosecutes the cure to completion. Landlord shall have the right to terminate this Lease as a result of Tenant's default and pursue any and all of Landlord's remedies including, but not limited to, an action for damages, an injunction, or any other remedy available in law or equity.

(b) Landlord Default and Cure. Landlord shall be deemed to be in default under the provisions of this Lease if Landlord fails to perform, observe or keep any covenant or agreement required of Landlord within thirty (30) days after written notice by Tenant to Landlord, and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, which notice specifies therein that Landlord has failed to observe, keep or perform that certain covenant and agreement; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are required to cure then Landlord shall not be in default if Landlord commences the cure within such thirty (30) day period and thereafter diligently prosecutes the cure to completion. Tenant shall have the right to terminate this Lease as a result of Landlord's default and pursue any and all of Tenant's remedies including, but not limited to, an action for damages, an injunction, or any other remedy available in law or equity.

SECTION 11. ADDITIONAL BUILDING AND PREMISES RESPONSIBILITIES OF LANDLORD

At Landlord's expense, Landlord under this Lease shall adhere to the following Building and Premises responsibilities:

11.1 Water. Provide all domestic water for the Premises.

11.2 Plumbing. Maintain plumbing in good operable condition, excluding damage caused by acts of negligence or willful act of Tenant, or any of Tenant's agents, contractors, or clients.

11.3 Fire Extinguishers & Smoke Detectors. Provide and maintain required fire extinguishers and smoke detectors on the Premises.

11.4 Maintenance. Subject to Section 4.3 of this Lease, provide any and all engineering service for maintenance of the exterior and interior of the Premises, including, but not limited to, all structural, mechanical, plumbing, sprinkler, HVAC, and electrical components.

11.5 Heating & Air Conditioning. Provide heating and air-conditioning to the Premises on Mondays through Fridays from 8:00 AM to 6:00 PM, and on Saturdays from 8:00

AM to 1:00 PM. Landlord shall maintain the equipment in good operable condition, excluding damage caused by acts of negligence or willful act of Tenant, or any of Tenant's agents, contractors, or clients.

11.6 Extermination & Scavenger Service. Provide for extermination service and scavenger service when necessary.

11.7 Custodial Work. Provide professional nightly custodial services, Monday through Friday, which shall be construed as cleaning, washing, emptying wastepaper baskets, and sweeping of any kind.

11.8 Snow Removal. Provide for prompt removal of snow and ice from side walks which immediately abuts the demised Premises.

SECTION 12. ADDITIONAL RESPONSIBILITIES OF TENANT

Tenant under this Lease shall adhere to the following:

12.1 No Illegal Activity. Tenant, or any of its agents or employees, shall not perform or permit any practice that is injurious to the Premises or unreasonably disturbs other Tenants; is illegal; or negligently causes an increase in the rate of insurance on the Premises.

12.2 No Fire Hazard. Tenant shall keep out of the Premises materials which cause a fire hazard or safety hazard and will comply with reasonable requirements of the Landlord's fire insurance carrier.

12.3 Negligence & Willful Acts. Tenant shall be responsible for damage negligently caused by acts of negligence or willful acts of Tenant, or any of Tenant's agents, contractors, or clients. Tenant shall reimburse Landlord for any amounts expended by Landlord for repairs of damage caused by acts of negligence or willful acts of Tenant, or any of Tenant's agents, contractors, or clients.

12.4 Condition of Premises at Termination. Upon the expiration date the termination of this Lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this Lease, with normal wear and tear, loss or damage by fire, or other casualty excepted. If Tenant fails to deliver Premises in said condition, Landlord may restore the Premises to said condition and Tenant shall reimburse Landlord for these costs provided, however, Landlord tenders to Tenant written notice thereof and Tenant or Tenant's contractors do not perform said repairs within thirty (30) days of receipt of written notice or extensions thereof.

12.5 Rules and Regulations. Tenant agrees to observe and comply with the Building rules and regulations (the "Rules and Regulations") applicable to all tenants and occupants of the Building set forth in **Exhibit "A"** attached to this Lease and such other reasonable rules and regulations as Landlord shall make and adopt by Landlord from time to time. Landlord further reserves the right to modify or rescind any then existing rules and regulations for the protection and welfare of the Building and its tenants and occupants, as Landlord may determine, and the Tenant agrees to abide by all such rules and regulations. Tenant acknowledges and agrees that it shall be and remain liable for all reasonable damages, loss, costs and expense resulting from any negligent or willful act or violation by the Tenant of any of said reasonable Rules and Regulations. Nothing in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce said Rules and Regulations. Landlord shall uniformly apply such rules and regulations and shall not discriminate against Tenant in the enforcement of any such Rules and Regulations

SECTION 13. LANDLORD DISCLOSURE AND AFFIRMATION

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

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

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to Landlord that, directly or indirectly, through one or more intermediaries, controls, is

controlled by or is under common control with Landlord, 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.

13.3 Prohibition on Certain Contributions-Mayoral Executive Order No. 05-1. Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Landlord's contractors (i.e., any person or entity in direct contractual privity with Landlord 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 (Landlord 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 (i) after execution of this Agreement by Landlord, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Landlord and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Landlord represents and warrants that from the date the City approached the Landlord or the date Landlord 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.

Landlord 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.

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

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

Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

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

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

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) 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
(E) 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. a 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.

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

13.4 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Landlord 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, Landlord'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 Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit Landlord's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Landlord's eligibility for future contract awards.

SECTION 14. ESTOPPEL CERTIFICATE

Tenant agrees that from time to time upon not less than ten (10) business days prior written request by Landlord, the Tenant will deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect and identifying the modifications); (b) the dates to which the rent and other charges, if any, have been paid; (c) that the Landlord is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (d) that Tenant is in occupancy and paying rent on a current basis with no rental off-sets or claims; and (e) that there has been no prepayment of rent other than that provided for in the Lease.

SECTION 15. SUBORDINATION; ATTORNMENT

Tenant hereby subordinates its rights hereunder to any ground lease or to the lien of any mortgage, deed of trust or instrument of similar import now or hereafter constituting a lien or encumbrance upon the Building and Tenant will evidence such subordination in writing by execution of and delivery to Landlord and its first lien mortgagee of a subordination, non-disturbance and attornment agreement and agrees that it will likewise subordinate its rights hereunder, to any ground lessee, bank or other lender, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in

the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Building or a deed in lieu is granted (or if any ground lease is terminated), upon written request of any such lender or any purchaser at such sale, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease and pay Rent to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment. Any lender may elect to make this Lease prior to the lien of its Mortgage, and if the lender under any prior Mortgage shall require, this Lease shall be prior to any subordinate Mortgage; such elections shall be effective upon written notice to Tenant. Tenant shall execute such documentation as Landlord or any lender may request from time to time in order to confirm the matters set forth in this Paragraph within ten (10) business days of receipt of written demand. Concurrently, upon written request from Tenant, and provided Tenant is not in default under this Lease, Landlord shall use commercially reasonable efforts to obtain a Non-Disturbance Agreement from the lender or purchaser. Such Non-Disturbance Agreement may be embodied in a customary form of Subordination and Non-Disturbance Agreement.

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

LANDLORD:

180 N. MICHIGAN LLC

By: First Wilkow Venture, Its: Sole Member

By:_____
Marc R. Wilkow

Its: General Partner

TENANT:

CITY OF CHICAGO, an Illinois Municipal Corporation

BY: **THE DEPARTMENT OF GENERAL SERVICE**

By:_____
Commissioner

APPROVED: **OFFICE OF THE INSPECTOR GENERA**

By:_____
Inspector General

APPROVED AS TO FORM AND LEGALITY:

BY: THE DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel

Exhibit "A" referred to in this Lease Agreement with 180 North Michigan, L.L.C. reads as follows:

Exhibit "A".
(To Lease Agreement With
180 North Michigan, L.L.C.)

Rules And Regulations.

1. The sidewalks, entrances, passages, concourses, ramps, courts, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or used by Tenant or the employees, agents, servants, visitors or business of Tenant for any purpose other than ingress and egress to and from the Premises and for any Tenant business purposes and delivery of merchandise and equipment in prompt and efficient manner, using elevators, and passageways designated by Landlord for such delivery.

2. No awnings, air-conditioning units, fans or other projections shall be attached to the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises or Building, without the prior written consent of Landlord. All curtains, blinds, shades, screens or other fixtures must be of a quality type, design and color, and attached in the manner approved by Landlord. All electrical fixtures hung in offices or spaces along the perimeter of the Premises must be fluorescent, of a quality type, design and bulb color approved by Landlord unless the prior consent of Landlord has been obtained for other lamping.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Tenant on any part of the outside of the Premises or Building or on the inside of the Premises if the same can be seen from the outside of the Premises without the prior written consent of Landlord. Interior signs on doors and the directory shall be inscribed, painted or affixed for each Tenant by Landlord at the expense of such Tenant, and shall be of a standard size, color and style acceptable to Landlord.

4. The exterior windows and doors that reflect or admit light and air into the Premises or the halls, passageways or other public places in the Building, shall not be covered or obstructed by any Tenant, nor shall any articles be placed on the windowsills. No showcases or other articles shall be put in front or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules, nor shall any article obstruct any H.V.A.C. supply or exhaust without the prior written consent of Landlord.

5. The electrical and mechanical closets, water and wash closets, drinking

fountains and other plumbing, communications, electrical and mechanical fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, coffee grounds, acids or other substances shall be deposited therein. Landlord shall have reasonable sole power to direct where and how telephone and other wires are to be introduced. No boring or cutting for wires is to be allowed without the consent of Landlord. The location of communication equipment affixed to the Premises shall be subject to the approval of Landlord. All damages resulting from any negligent or willful use or misuse of the fixtures shall be borne by the Tenant who, or whose employees, agents, invitees or licensees, shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.

6. No portion of the Premises or the Building shall be used or occupied at any time for manufacturing, for the storage of merchandise, for the sale of merchandise, goods or property of any kind at auction or otherwise or as sleeping or lodging quarters.

7. Tenant, any Tenant's employees, agents, visitors or licensees, shall not at any time bring or keep upon the Premises any inflammable, combustible caustic, poisonous or explosive fluid, chemical or substance.

8. No bicycles, vehicles or animals of any kind (other than a seeing eye dog for a blind person), shall be brought into or kept by any Tenant in or about the Premises or the Building.

9. Tenant shall not use or occupy or permit any portion of the Premises to be used or occupied as an office for a public stenographer or typist, offset printing or for the possession, storage, manufacture, sale of liquor, narcotics, tobacco in any form or as a barber or manicure shop, an employment bureau, a labor office, a dance or music studio, any type of school, or for any use other than those specifically granted in the Lease. Tenant shall not engage or pay any employees on the Premises, except those actually working for such Tenant on said Premises, and Tenant shall not advertise for labor services for third parties giving an address at said Premises.

10. Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon thirty (30) days written notice from Landlord, Tenant shall refrain from or discontinue such advertising. In no event shall Tenant, without the prior written consent of Landlord, use the name of the Building or use pictures or illustrations of the Building.

11. Any person in the Building will be subject to identification by employees or agents of Landlord. All persons in or entering Building shall be required to comply

with the security policies of the Building. Tenant shall keep doors to unattended areas locked and shall otherwise exercise reasonable precautions to protect property from theft, loss or damage.

12. No additional locks or bolts of any kind shall be placed on any door in the Building or the Premises and no lock on any door therein shall be changed or altered in any respect without the consent of Landlord. Landlord shall furnish two (2) keys for each lock on exterior doors to the Premises and shall, on Tenant's request and at Tenant's expense, provide additional duplicate keys. All keys, including keys to storerooms and bathrooms, shall be returned to Landlord upon termination of this Lease. Landlord may at all times keep a pass key to the Premises. All entrance doors to the Premises shall be left closed at all times, and left locked when the Premises are not in use.

13. Tenant shall give immediate notice to Landlord in case of theft, unauthorized solicitation, or accident in the Premises or in the Building or of known defects therein or in any fixtures or equipment, or of any known emergency in the Building.

14. Tenant shall not use the Premises or permit the Premises to be used for photographic, multilith or multigraph reproductions, except in connection with its own business and not as a service for others, without Landlord's prior permission.

15. No freight, furniture or bulky matter of any description will be received into the Building or carried into the elevators except in such a manner, during such hours and using such elevators and passageways as may be approved by Landlord, and then only upon having been scheduled at least two (2) working days prior to the date on which such service is required. Any hand trucks, carryalls, or similar appliances used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as Landlord shall require.

16. Tenants, or the employees, agents, servants, visitors or licensees of Tenant shall not at any time place, leave or discard any rubbish, paper, articles, or objects of any kinds whatsoever outside the doors of the Premises or in the corridors or passageways of the Building.

17. Tenant shall not make excessive noises, cause disturbances or vibrations or use or operate any electrical or mechanical devices that emit excessive sound or other waves or disturbances or create obnoxious odors, any of which may be offensive to the other tenants and occupants of the Building, or that would interfere with the operation of any device, equipment, radio, television broadcasting or reception from or within the Building or elsewhere and shall not place or install any

projections, antennas, aerials or similar devices inside or outside of the Premises or on the Building without Landlord's prior written approval.

18. Tenant shall comply with all applicable federal, state and municipal laws, ordinances and regulations, insurance requirements and building rules and regulations and shall not directly or indirectly make any use of the Premises which may be prohibited by any of the foregoing or which may be dangerous to persons or property or may negligently increase the cost of insurance or require additional insurance coverage.

19. Tenant shall not serve, nor permit the serving of alcoholic beverages in the Premises unless Tenant shall have procured Host Liquor Liability Insurance, issued by companies and in amounts reasonably satisfactory to Landlord, naming Landlord as an additional party insured.

20. The requirements of Tenant will be attended to only upon written application at the Office of the Building. Employees shall not perform any work or do anything outside of the regular duties unless under special instructions from the Office of the Building.

21. Canvassing, soliciting and peddling in the Building is prohibited and Tenant shall cooperate to prevent the same.

22. Except as otherwise explicitly permitted in its Lease, Tenant shall not do any cooking, conduct any restaurant, luncheonette or cafeteria for the sale or service of food or beverages to its employees or to others, install or permit the installation or use of any food, beverage, cigarette, cigar or stamp dispensing machines in the Premises, unless approved by Landlord.

23. Tenant shall at all times keep the Premises neat and orderly.

24. Tenant shall not allow its employees to loiter in the common areas of the Building.

25. Consistent with the Chicago Clean Indoor Air Ordinance of 2005, Smoking Is Prohibited anywhere within the building, including each tenant's private office suite or any common area (i.e. hallways corridors, lobbies, restrooms, elevators, vestibules, stairwells or loading docks), and, in addition, Smoking Is Prohibited in areas exterior to the building which are within fifteen (15) feet of any entrance or loading dock to the building.

26. Tenant shall not maintain armed security in or about the Premises nor possess any weapons, explosives, combustibles or other hazardous devices in or about the Building and/or Premises.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF SUBSECTION 13.2 WHICH RESTRICTED ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF WEST 55TH STREET.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Frank Olivo (which was referred on April 11, 2007) to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (13.2), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on April 25, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Haithcock, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting subsection 4-60-023 (13.2).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF SUBSECTION 23.11 WHICH RESTRICTED ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF WEST ARCHER AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Michael Zalewski (which was referred on April 11, 2007) to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (23.11), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on April 25, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Haithcock, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting subsection 4-60-023 (23.11).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF MUNICIPAL CODE OF CHICAGO BY DELETION OF SUBSECTION 32.24 WHICH RESTRICTED ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF NORTH DAMEN AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Theodore Matlak (which was referred on March 14, 2007) to amend Section 4-60-023 of the Municipal Code of Chicago by

deleting subsection 4-60-023 (32.24), begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on April 25, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Haithcock, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting subsection 4-60-023 (32.24).

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 073 OF MUNICIPAL CODE OF CHICAGO CONCERNING LAKEFRONT VENUE LIQUOR LICENSES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a proposed substitute ordinance introduced by Alderman Vi Daley (which was referred on April 11, 2007) to amend Section 13-32-050 of the Municipal Code of Chicago regarding lakefront venue liquor licenses; specifically, the ordinance adds the Lincoln Park Zoo as a location eligible for such license. After the Committee met on the ordinance, the Committee learned that the ordinance contained two typographical errors; namely, an incorrect code section reference and an indication to delete text with brackets instead of a strike through. I have a substitute ordinance that merely corrects these scrivener errors, and which has been distributed to all members of the body. I ask that the substitute be accepted.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Haithcock, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-073 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

4-60-073 Lakefront Venue Liquor Licenses -- Special Conditions.

(a) In addition to the other categories of licenses authorized under this chapter, the local liquor control commissioner may issue Lakefront Venue liquor licenses. A separate license shall be necessary for each outdoor location from which sales of alcoholic liquor are made on Chicago Park District property. In addition to the information required under Section 4-60-040, an application for a Lakefront Venue liquor license shall include: the written consent of the Chicago Park District, designation of the specific site at which the applicant intends to sell alcoholic liquor; areas that are not part of a restaurant or tavern, designation of the location at which the licensee will clean glasses and utensils used in the service of alcoholic liquor. The fee for a Lakefront Venue liquor license shall be the same as the fee for a consumption on the premises -- incidental activity license. A Lakefront Venue license may be issued notwithstanding the underlying zoning of the park property of the location for which a license is sought.

(b) A Lakefront Venue liquor license shall be subject to all provisions of this chapter with the following exceptions:

(1) Subsections (e) and (f) and the 45-day review period of subsection (h) of Section 4-60-040.

(2) Toilet facilities on Chicago Park District property available for public use within the same park are of the proposed location of the Lakefront Venue license shall be considered as compliance with the toilet facilities requirement of subsection (a) of Section 4-60-100.

(3) A Lakefront Venue licensee shall not be required to maintain facilities for the cleaning of glasses and utensils at the point of sale as otherwise required under subsection (A) of Section 4-60-100, it the licensee serves food and alcoholic liquor only in disposable containers.

(c) No more than ~~11~~ 12 Lakefront Venue liquor licenses shall be issued during any license period. Seven Lakefront Venue license may be for the sale of beer and wine only, at the locations listed in paragraph (1) of this subsection (c). ~~Four~~ Five Lakefront Venue licenses may be for the sale of beer, wine and spirits at the locations listed in paragraph (2) of this subsection (c).

(1) Locations eligible for Lakefront Venue licenses for sale of beer and wine only: Oak Street Beach; the Sidney Marovitz Golf Course; Berger Park; the Theater on the Lake Building in Lincoln Park; Southfield House in Lincoln Park; the Jackson Park Golf Course club house; and Grant Park, at the southern portion of the Daley Bicentennial Plaza.

(2) Locations for Lakefront Venue licenses for the sale of beer, wine and spirits: Burnham Harbor, near the harbor master's office; the upper level of the beach house at North Avenue Beach; a restaurant in Millennium Park; the Lincoln Park Zoo; and Northerly island.

(d) No Lakefront Venue licensee may serve or permit the service of alcoholic liquor outdoors between the hours of 11:00 P.M. and 11:00 A.M.; provided, however, that a Lakefront Venue Licensee who license allows sale of alcoholic liquor within Millennium Park may not serve or permit the service of alcoholic liquor between the hours of 12:00 Midnight and 11:00 A.M.

(e) No Lakefront Venue licensee shall sell or offer for sale any package goods.

SECTION 2. This ordinance shall take effect upon its passage and publication.

AMENDMENT OF TITLES 4 AND 10 OF MUNICIPAL CODE OF CHICAGO CONCERNING VARIOUS LICENSING-RELATED PROVISIONS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Mayor Richard M. Daley at the request of the Director of Business Affairs and Licensing (which was referred on April 11, 2007) to amend Title 4 and Chapter 10-28 of the Municipal Code of Chicago amending licensing-related provisions of the Municipal Code, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on April 25, 2007.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Haithcock, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-5-010 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-5-010 Establishment Of License Fees.

This chapter shall establish fees for various licenses created by this title unless otherwise provided. The following fees shall apply for the specified licenses. The chapter in which each fee requirement is created is also provided. Unless otherwise stated, fees shall be assessed every two years.

(Omitted text is unaffected by this ordinance.)

(47) Indoor special event (4-156):

Class A license, ~~per year~~ . . . 3,000.00

Class B license, per day . . . 100.00

(Omitted text is unaffected by this ordinance.)

(54) Liquor -- Retail (4-60)

Fees for the whole or any portion of the license period for which the application is made shall be as set forth below:

Expanded establishment amended liquor license: additional fee for the remaining portion of the license period to be charged during the first year of operation only . . . $1,000.00

Tavern: ~~per year~~ . . . $4,400.00

Special . . .$150.00

Music and dancing: ~~per year~~ . . . $1,100.00

Package goods: ~~per year~~ . . . $4,400.00

Consumption on premises -- incidental activity: . . . $4,400.00

Caterer, without any other liquor license: . . . $4,400.00

Caterer, in conjunction with consumption on premises -- incidental activity . . . $2,200.00

Club: ~~per year~~ . . . $1,100.00

Outdoor patio . . . $1,760.00

Late hour: . . . $6,000.00

In the case of renewals, the above amounts are increased by 25 percent if the renewal application is not filed, or the license fee not tendered, by the date specified in Section 4-4-021.

(Omitted text is unaffected by this ordinance.)

~~(57) Massage therapist (4-92)~~ . . . ~~137.50~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. Chapter 4-32 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-32-010 Definitions.

As used in this chapter:

"Board-up company" means any person who, for direct or indirect compensation, does board-up work or contracts with others to do board-up work or solicits contracts for board-up work. The term does not include employees of any person licensed under this chapter working within the scope of their employment.

"Board-up work" means the temporary placement of boards or other material over any opening in a building or other structure in order to protect the interior of the building or structure from damage or unauthorized entry.

"Director" means the director of business affairs and licensing ~~revenue~~.

4-32-060 License -- Application.

An application for a license under this chapter shall be made in writing to the director ~~of revenue~~ on a form provided by the director. The form shall be signed and sworn to by the applicant or, if the applicant is a corporation, by the applicant's duly authorized agent.

(Omitted text is unaffected by this ordinance.)

4-32-160 Regulations.

The director ~~of revenue~~, the commissioner of consumer services and the fire commissioner shall have the authority to promulgate rules and regulations necessary to implement the provisions of this chapter.

SECTION 3. Chapter 4-60 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-60-020 License Required -- Restricted Areas.

(a) No person shall sell at retail any alcoholic liquor without first having obtained a city retailer's license for each premises where the retailer is located to sell the same.

(b) No license shall be issued for the sale of alcoholic liquor, for consumption on the premises, in those areas designated by the Chicago Zoning Ordinance as a B3 District ~~B4 or B5 Districts~~, if the premises sought to be licensed are within 400 feet, excluding streets, alleys and public ways, of existing premises licensed for the sale of alcoholic liquor; said measurement shall be from property line to property line, for consumption on the premises; provided, however, that this prohibition shall not apply to hotels offering restaurant service, restaurants or clubs; nor to the renewal for issuance of a license for the sale of alcoholic liquor for consumption on the premises, where said place of business was established and licensed prior to the effective date of the ordinance codified in this chapter and has operated continuously subsequent to the effective date of the ordinance codified in this chapter.

(c) No license shall be issued to any person if the premises described in the license application are contained in a building or structure located in any B2 through B3 ~~B5~~ District that was previously licensed for the sale of alcoholic liquor, but which is vacant or unused and unlicensed for a continuous period of six months where the issuance of such license would constitute a nonconforming use in the district in which the building or structure is located.

(Omitted text is unaffected by this ordinance.)

4-60-040 License -- Application And Issuance Procedures.

(Omitted text is unaffected by this ordinance.)

(b) The application shall be in writing, signed by the applicant if an individual. If the applicant is a club, partnership or corporation, the application shall be signed by a duly authorized agent thereof. If the applicant is a limited liability company managed by managers, the application shall be signed by a manager. If the applicant is a limited liability company managed by its members, the application shall be signed by a member. The application shall be verified by oath or affidavit, and shall include the following statements and information:

(1) in the case of an individual: the name, date of birth, residence address, current telephone number and social security number of the applicant; in the case of a club, the date of its incorporation; the objects for which it was organized; a summary of its activities during the past year; and the names, residence addresses, dates of birth and social security numbers of all officers and directors; in the case of a partnership, limited partnership, corporation, limited liability company or other legal entity: the date of its organization or incorporation; the objects for which it was organized or incorporated; a summary

of its activities during the past year; the name, residence address, date of birth and social security numbers of any person owning directly or beneficially any percentage of ownership therein, provided, however, that if the partnership, limited partnership, corporation, limited liability company or other legal entity is publicly traded on an exchange within meaning of the Securities Exchange Act of 1934, the names, residence addresses, social security numbers, dates of birth and percentage of interest of the three members who own the highest percentage of interest therein and of any other members who hold a five percent or greater interest therein; and, where applicable, the names, residence addresses, dates of birth and social security numbers of all principal officers and directors; if the entity is a manager-managed limited liability company, the names, residence addresses, dates of birth and social security numbers of all managers; and the name and current telephone number of any authorized agent; and in all cases: the name, address, and a brief description of any work performed by any person in connection with the preparation and filing of the application, including but not limited to, any attorney, accountant, consultant, expediter, promoter or lobbyist;

(Omitted text is unaffected by this ordinance.)

(11) Any other information that the director of business affairs and licensing ~~revenue~~ or local liquor control commissioner may require to implement the requirements of this chapter.

(c) (1) At the time an application is originally filed for a liquor license or for an expanded establishment amended liquor license, the applicant shall pay the license fee as required by Section 4-5-010, and, no later than 30 days after payment of the license fee, shall submit to the department of business affairs and licensing all required documentation, as prescribed by the rules and regulations of the department, necessary to complete the liquor license application. If the applicant submits all required documentation in a timely manner, the local liquor control commissioner shall review the application materials and any written objections to the granting of the license and shall approve or deny the application within 60 days after all required documentation has been submitted. If the applicant fails to submit all required documentation in a timely manner, the director of business affairs and licensing shall deem the application to be incomplete and shall suspend all further processing of the application unless the applicant reactivates the application within six months after the original application is filed by (i) submitting all required documentation necessary to complete the application process, and (ii) paying a $500.00 license application reactivation fee which the director of business affairs and licensing ~~revenue~~ is authorized to assess. If the applicant reactivates the license application in accordance with the requirements of this subsection, the local liquor control commissioner shall review the application materials and any written objections to

the granting of the license and shall approve or deny the application within 60 days after all required documentation has been submitted and the license application reactivation fee paid. If the director of business affairs and licensing deems the liquor license application to be incomplete and the applicant fails to reactivate the application in accordance with the requirements of this subsection, or, if the applicant withdraws the application, the application shall expire and the applicant shall forfeit the license fee and, if applicable, the license application reactivation fee. If the liquor license application expires or is withdrawn, a new application for a liquor license, accompanied by the license fee and all required documentation prescribed by the rules and regulations of the department of ~~revenue~~, business affairs and licensing shall be required to obtain a liquor license under this chapter.

(Omitted text is unaffected by this ordinance.)

4-60-060 Licenses -- Fees And Other Policies.

(Omitted text is unaffected by this ordinance.)

(c) Whenever any changes occur in the officers of the licensee, the licensee shall notify the department of business affairs and licensing ~~revenue~~ in accordance with the procedures set forth in items (1), (2) and (3) of this subsection. For purposes of this subsection, the term "officer of the licensee" or "officers of the licensee" means the members of a partnership, the officers or directors of a club, the officers, directors, managers or shareholders of a corporation, or the managers or managing members of a limited liability company or other legal entity licensed pursuant to this chapter.

(1) If any officer of the licensee is removed from office in accordance with the bylaws, operating agreement, partnership agreement for the licensee, pursuant to law or court order, by reason of death, or for any other reason, and such officer is not replaced, then the licensee shall notify the department of business affairs and licensing of the change by notarized letter within 30 days of the effective date of the change; provided, however, that if the person removed from office but not replaced owned five percent or more of the interest in the licensee at the time of his or her removal from office, the licensee shall comply with item (3) of this subsection. The licensee shall submit any additional information pertaining to the removal of any officer requested by the director of business affairs and licensing within 10 days of such request.

(2) If any officer of the licensee is removed from office in accordance with the bylaws, operating agreement or partnership agreement for the licensee, pursuant

to law or court order, by reason of death or for any other reason, and the person removed from office is replaced by a person who has no ownership interest in the licensee or who owns less than five percent of the ownership interest in the licensee, then the licensee shall notify the department of business affairs and licensing of the change by filing with the department a change of officer form provided by the department within 30 days of the effective date of the change. The person replacing the removed officer shall be fingerprinted as required by Section 4-60-040(b)(11), and the licensee shall submit to the department of business affairs and licensing, along with the change of officer form, the following: (i) proof that the person replacing the removed officer has been fingerprinted; (ii) a fee of $100.00 which the director of business affairs and licensing is authorized to assess; and (iii) any other supplementary materials prescribed by the rules and regulations of the department of business affairs and licensing.

(3) If any officer of the licensee owning directly or beneficially more than five percent of the interest in the licensee is removed from office in accordance with the bylaws, operating agreement or partnership agreement for the licensee, pursuant to law or court order, by reason of death or for any other reason, and such officer is replaced, or if five percent or more of the ownership interest in the licensee changes hands or is transferred to a non-licensee, the licensee shall notify the department of business affairs and licensing by submitting to the department within 30 days of the effective date of the change (i) a change of officers/shareholders application in conformity with the requirements of Section 4-60-040 and (ii) a fee of $250.00 which the director of business affairs and licensing is authorized to assess. All new partners, officers, directors, managers, managing members, shareholders or any other person owning directly or beneficially more than five percent of the interest in a licensee shall satisfy all of the eligibility requirements for a liquor licensee as provided in this chapter. Failure to comply with the requirements of this subsection shall be grounds for revocation of any liquor license held by such licensee.

(4) If a change in the officers of the licensee of the type described in items (1) or (2) of this subsection (c) takes place at the same time that a change in the officers of the licensee of the type described in item (3) of subsection (c) occurs, the licensee shall be required to comply with the requirements of item (3) of this subsection (c) only.

4-60-110 Premises -- Change Of Location -- New License Required.

(Omitted text is unaffected by this ordinance.)

(c) If the licensee expands the licensed establishment, the licensee shall, prior to occupying or using the expanded space for any activity regulated under this

chapter, file an expanded establishment amended liquor license application with the department of business affairs and licensing ~~revenue~~. The application shall include (i) a copy of the building plans for the expanded establishment; (ii) the proposed floor plan; (iii) an estimate of the occupancy of the premises for which the expanded establishment amended liquor license is sought; (iv) the license fee; and (v) any other information that the director of business affairs and licensing ~~revenue~~ may require to determine whether the expansion of the licensed establishment complies with the requirements of this code. It shall be unlawful for a licensee to conduct any activity regulated under this chapter in any expanded space at a licensed establishment without first having obtained an expanded establishment amended liquor license.

If the expansion of the establishment (i) complies in every respect with the requirements of this code including, but not limited to, the Chicago Zoning Ordinance; and (ii) is not accompanied by any change of officers of the type described in item (3) of Section 4-60-060(c), an expanded establishment amended liquor license shall be issued authorizing the licensee to engage in the business of selling liquor at the expanded establishment; provided, however, that no expansion of any establishment licensed pursuant to this chapter shall be permitted (A) if the licensee is subject to any restriction on additional licenses identified in Section 4-60-022 or Section 4-60-023; or (B) in violation of the Chicago Zoning Ordinance. For purposes of this subsection, the term "expand" or "expansion" or "expanded establishment" means any increase in the square footage of the area of an establishment where liquor is offered for sale, or sold to, or served to, or consumed by members of the general public. The term "expand" or "expansion" or "expanded establishment" does not include the mere reconfiguration of existing space as described in the original or renewal license application.

4-60-140 Prohibited Activities.

(a) It shall be unlawful for any licensee or any officer, associate, member, representative, agent or employee of such licensee to sell, give or deliver alcoholic liquor to any person under the age of 21 years. It shall be unlawful for any person licensed to operate a tavern to permit any person under 21 years of age to enter or remain within the licensed premises unless such person is accompanied by a parent or legal guardian. It shall also be unlawful for any such person licensed pursuant to this chapter to engage or employ or permit any person under the age of 21 years to work or to entertain, or to act as host or hostess in or upon the licensed premises where the principal business is the sale of alcoholic liquor, while such premises are open for the sale at retail of alcoholic liquor. Except to the limited extent allowed by Section 4-60-143, a person under the age of 21 years, engaged or employed or permitted to work in or upon the licensed premises where the sale of alcoholic liquor is not the main or principal business may not work as an entertainer, host or hostess or in connection with the handling, selling, serving or delivering of alcoholic liquor.

(Omitted text is unaffected by this ordinance.)

4-60-170 Temporary Liquor Licenses.

~~(a) A temporary, non-renewable retail liquor license may be issued by the local liquor control commissioner, for a period not greater than six months, and ending the last day of the license period, where the application in question is approved by all departments except the department of buildings, and where violations on the premises to be licensed are not of a serious or dangerous nature.~~

~~(b)~~ A temporary, non-renewable license may ~~also~~ be issued by the local liquor control commissioner, for a period not to exceed 90 days, to an applicant for a full-term license if the licensed premises is a hotel containing more than 200 units for which a valid license in the same category has been issued in the name of another person, and the applicant has assumed ownership of the hotel from that person.

4-60-181 Revocation Order Not Stayed By Appeal.

An order of the liquor control commissioner revoking a city license under this chapter shall take immediate effect if the liquor control commissioner finds that any of the following circumstances are present: (a) the revocation is for violation of any federal or state law or city ordinance regulating the sale, use or possession of firearms; or (b) the revocation is for violation of any federal or state law or city ordinance regulating the sale, use or possession of narcotics or other controlled substances as defined in the Illinois Criminal Code; or (c) the revocation is for violation of any federal or state law or city ordinance relating to prostitution; or (d) the revocation is for sale of alcoholic liquor to a minor, and the licensee was disciplined for three or more similar sales, occurring in separate incidents, within the prior three years; or (e) the revocation is for violations of this Code or the rules and regulations of the City of Chicago Board of Health related to health and sanitation in a food establishment. For purposes of subsection (d) of this section, "discipline" means revocation, suspension, ~~or~~ a voluntary closing in lieu of suspension, or imposition of a fine. In the event that a revocation order contains a finding described in subsection (a), (b), (c), (d) or (e) of this section, the effect of the revocation shall not be stayed pending an appeal by the licensee to the License Appeal Commission under the Liquor Control Act.

SECTION 4. Chapter 4-64 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-64-030 License -- Application -- Investigation.

An application for a wholesale tobacco dealer's license shall be made in conformity with the general requirements of this Code relating to applications for licenses, and shall give the location and a description of the premises.

The director of the fire prevention bureau and the commissioner of buildings shall investigate or cause an investigation to be made of the premises named and described in the application for the purpose of determining the fitness and suitability of such premises for such business from a sanitary standpoint, and for determining whether or not the said premises comply with all the provisions of this Code and laws of the state regulating health, safety and sanitation, so as properly to safeguard the lives and health of the employees engaged therein.

The ~~superintendent of police~~ director of business affairs and licensing shall cause an investigation to be made to determine the character and fitness of the applicant and to determine whether the premises named in the application comply with the ~~police regulations~~ provisions of this Code.

4-64-110 License -- Application -- Investigation.

An application for a retail tobacco dealer's license and a tobacco product sampler's license shall be made in conformity with the general requirements of this Code relating to applications for licenses.

The ~~superintendent of police~~ director of business affairs and licensing shall cause an investigation to be made of the character and the reputation of the applicant, or whether said applicant is a proper person to be entrusted with the sale of cigarettes, and of whether the premises named in said application comply with the ~~police regulations~~ provisions of this Code applicable to said business, including the requirement as to location.

4-64-280 License -- Application -- Approval Conditions.

The original application shall be referred to the ~~superintendent of police~~ director of business affairs and licensing for investigation and verification of the facts stated therein and the business methods of the owner. ~~Unless said superintendent~~ If the director finds ~~shall find~~ that the owner has been convicted of a criminal offense or that he has violated any law or ordinance imposing any cigarette excise tax, or if the owner be an operator, that he has employed coercive or illegal measures to promote the use of his cigarette-vending machine or to promote the sale of any brands of cigarettes, or that the place where said cigarette-vending machine is to be used and the persons in control thereof are not qualified under

the provisions of this chapter, ~~he shall return said application to the city comptroller with approval; otherwise~~ he shall deny the application and return it with a statement of his reasons for refusing approval of the application. If the owner is a copartnership or corporation, the application shall not be approved if the ~~superintendent~~ director shall find that any member of the copartnership or any officer, director or manager of the corporation, or any stockholder owning more than 5 percent of the stock of such corporation would not be eligible for a vending machine operator's license if he were the sole owner.

4-64-332 Underage Tobacco Violations -- Director Of ~~Revenue's~~ Business Affairs And Licensing Duties.

(a) The director of ~~revenue~~ business affairs and licensing is hereby authorized to institute an action with the department of administrative hearings by forwarding a copy of an underage tobacco violations notice, which has been served in accordance with Section 4-64-333, to the department of administrative hearings.

(b) The director of ~~revenue~~ business affairs and licensing is authorized to establish a program of testing the sales practices of licensed tobacco dealers, to determine whether licensees are selling tobacco products to minors. The program shall include the use of persons under the age of 18 as purchasers of tobacco products, in accordance with procedures established by the director of ~~revenue~~ business affairs and licensing. No person under the age of 18 who purchases or attempts to purchase tobacco products as part of the program shall be charged with a violation of Section 4-64-200.

4-64-337 Underage Tobacco Violations -- Resources For Enforcement.

The director of ~~revenue~~ business affairs and licensing shall ensure that sufficient resources of the department are devoted to provide for the adequate enforcement of the provisions of this chapter relating to underage tobacco violations. The director shall, no later than the 21st day of January, April, July and October of each year, report to the city council committee on license and consumer protection on the progress of the department in the enforcement of this chapter. The report shall include the following information with respect to the previous three calendar months: (1) the number of notices of underage tobacco violations issued by the department; and (2) the number and results of underage tobacco violation adjudications conducted pursuant to this chapter.

SECTION 5. Chapter 4-72 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-72-040 License -- Fee -- Exemption -- Term.

The annual license fee for each day care center shall be as set forth in section 4-5-010. ~~graded according to the center's enrollment capacity as follows:~~

~~100 and under . . . $75.00~~

~~101 and over . . . 125.00~~

Day care centers which are operated without a charge being made for the care of children shall be exempt from payment of the license fee. Application for license for such day care center shall be accompanied by an affidavit stating that no charge is made for the care of the children. Any day care center that is not operated for gain, but where a charge is made for the care of children, shall be exempt from payment of the license fee by a specific ordinance. Such exemptions shall continue only for the duration of the license period.

4-72-060 License -- Investigation -- Issuance.

The director of ~~revenue~~ business affairs and licensing upon the receipt of an application for license hereunder, and as often as deemed necessary, shall cause the department of health, the bureau of fire prevention and the sections of mechanical inspection, plumbing and electrical of the department of buildings to make a thorough investigation of the premises and facilities proposed to be licensed. The ~~superintendent of police~~ director of business affairs and licensing shall cause an investigation to be made to ascertain that the applicant has complied with all laws and ordinances applicable to said business, and whether the applicant has been convicted of any offense specified in 4-72-070(D). Vehicles transporting children on behalf of a day care center shall comply with the State of Illinois "Transportation" standards for day care centers, 89 Ill. Admin. Code § 407.30. If provisions prescribed in this section and Section 4-72-110 of the Municipal Code of Chicago are met, the applicant is otherwise qualified, and the above-named departments have submitted their approvals in writing, the director of business affairs and licensing ~~revenue~~ shall issue a license to the applicant to conduct a day care center at the location specified. The license shall state the maximum number of children that may be accommodated at any one time and shall state how many of these children may be under two years of age.

SECTION 6. Chapter 4-92 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-92-030 Massage Establishment License -- Application Procedure.

Every applicant for a license to maintain, operate or conduct a massage

establishment shall file an application, under oath, with the department of business affairs and licensing. The department of business affairs and licensing shall refer copies of such application and all additional information to the ~~police department~~, plumbing section of the department of buildings and bureau of fire prevention. The city agencies shall, within 45 days, inspect the premises proposed to be operated as a massage establishment, and make recommendations to the department of business affairs concerning compliance with the codes of the City of Chicago. Upon receipt of the recommendations of the respective city agencies, the department of business affairs and licensing shall notify the applicant as to whether his/her application has been granted, denied or held for further investigation. The period of such additional investigation shall not exceed 30 days. The department of business affairs and licensing shall advise the applicant in writing as to whether the application has been granted or denied. If the application is denied or held for further investigation, the department of business affairs and licensing shall advise the applicant in writing of the reason for such refusal.

The failure or refusal of the applicant to promptly give any information relevant to the investigation of the application, or the submission of false, misleading or incomplete information on the application, or the refusal or failure of the applicant to appear at any reasonable time and place for examination under oath regarding said application, or the refusal of the applicant to submit to or cooperate with any inspection required by this section, shall be grounds for denial of the application.

4-92-040 Massage Establishment License -- Application -- Contents.

The application for a license to operate a massage establishment shall set forth the exact nature of the massage to be administered and the proposed place and facilities thereof. An application for such a license shall be made in conformity with the general requirements of this code relating to applications for license. The application shall be signed under oath by the owner of the business for which a license is sought. If the owner is a corporation, the application shall be signed by an authorized officer of the corporation. If the owner is a partnership, the application shall be signed by a partner.

In addition thereto, any application for a license, and each partner or limited partner of an applicant, if a partnership applicant, and each officer and director of a corporate applicant and any stockholder of a corporate applicant holding more than five percent of the stock of the corporate applicant, shall furnish the following information:

(1) written proof that each individual is at least 18 years of age:

(Omitted text is unaffected by this ordinance.)

(6) (1) any conviction, forfeiture of bond, or plea of nolo contendere upon any criminal violation at any time; or (2) any city ordinance violation (except minor traffic violations)~~, with~~ within a five year period;

(Omitted text is unaffected by this ordinance.)

SECTION 7. Chapter 4-128 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-128-040 License -- Fee.

Each person who has qualified to take the examination for a motion picture projecting machine operator's license shall, before taking such examination, pay to the department of ~~revenue~~ business affairs and licensing a fee as set forth in Section 4-5-010.

SECTION 8. Chapter 4-144 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-144-020 License -- Application.

An application for a weapons dealer license shall be made in conformity with the general requirements of this Code relating to applications for licenses. The director of business affairs and licensing ~~superintendent of police~~ shall approve said application before a license shall be issued.

4-144-110 License -- Application.

An application for said license shall be made in conformity with the general requirements of this Code relating to applications for licenses. The director of business affairs and licensing ~~superintendent of police~~ shall approve said application before a license shall be issued.

4-144-150 License -- Application.

An application for said license shall be made in conformity with the general requirements of this Code. The director of business affairs and licensing ~~superintendent of police~~ shall approve said application before a license shall be issued.

SECTION 9. Chapter 4-156 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-156-100 Raffles -- Publication Of Rules And Regulations.

The director of ~~revenue~~ business affairs and licensing, or his designated agent, shall publish rules and regulations not inconsistent with this chapter or the Act governing the conduct of raffles licensed hereunder.

4-156-220 Application -- Investigation.

~~The original application shall be referred to the superintendent of police for investigation and verification of the facts stated therein and the business methods of the operator. Unless said superintendent shall find~~ If the director of business affairs and licensing finds that the operator has been convicted of a felony or that he has violated any law or ordinance imposing any tax, or if either the owner or operator has employed coercive or illegal measures to promote the use of his automatic amusement device, or that the place where said automatic device is to be used is not qualified under the provisions of this chapter, he shall ~~return said application to the director of business affairs and licensing with his approval; otherwise he~~ shall return the application ~~it~~ with a statement of his reasons for refusing approval of the application.

4-156-270 Restrictions On Use By Minors.

(a) No person, firm, corporation, organization or other legal entity shall permit, and it shall be unlawful for, any person under 17 years of age, who is not accompanied by a parent or legal guardian, to operate any automatic amusement device, except upon the premises of the city airports, between the hours of 8:00 A.M. and 3:00 P.M. on days in which the city's public schools are in session.

(b) No person, firm, corporation, organization or other legal entity shall permit, and it shall be unlawful for, any person under the age of 21 to play an automatic amusement device located at an establishment which sells alcoholic liquor for consumption on the premises. The prohibition described in this subsection (b) shall not prohibit any person or legal entity to permit any person under the age of 21 to play an automatic amusement device located at an establishment which sells alcoholic liquor for consumption on the premises, if:

(1) the minor is accompanied by a parent or legal guardian, and

(2) the establishment is a restaurant holding a valid license issued under subsection (b) of Section 4-156-240, subsection (b) of Section 4-156-260 or subsection (b) of Section 4-156-330.

4-156-320 License -- Application -- Approval Conditions.

Each application and all information required to be furnished in connection therewith or a copy thereof shall be referred for approval to the buildings commissioner, the zoning administrator, and the director in charge of the bureau of fire prevention ~~and the superintendent of police.~~ The director of business affairs and licensing ~~superintendent of police~~ shall require the following individuals to submit to fingerprinting in order to determine whether the issuance of the license is prohibited pursuant to Section 4-156-355: the individual applicant; all officers of an applicant corporation; the three members who own the highest percentage interests of an applicant partnership; the general partners of an applicant limited partnership; the three members who own the highest percentage interests and, in the case of a member-managed limited liability company, the manager of an applicant limited liability company, unless the above listed individuals are already named on a valid liquor license or are named in a liquor license application that has been filed and is being processed for the same premises for which the public place of amusement license is sought.

(Omitted text is unaffected by this ordinance.)

4-156-330 Location Restrictions.

(Omitted text is unaffected by this ordinance.)

(c) No public place of amusement license shall be granted to any establishment that is located within 125 feet of any RS ~~R1, R2 or R3~~ Zoning District, as defined in Title 17 of this Code, except for a renewal license for property that was duly licensed as a public place of amusement on the effective date of this amendatory ordinance and except as permitted as an authorized variation pursuant to Article 11 of Title 17 of this Code. The 125-foot distance shall be measured from the nearest property line of the public place of amusement to the nearest property line of the ~~R1, R2 or R3~~ RS Zoning District. The restriction imposed by this subsection shall not apply to a performing arts venue, as defined in Article ~~IV~~ V of this chapter.

4-156-424 ~~Beer Gardens~~ Outdoor Patio.

At no time may any live or recorded music be played or performed on the outdoor premises of a public place of amusement licensed as a ~~beer garden~~ outdoor patio. This prohibition shall not apply to a ~~beer garden~~ outdoor patio operated in conjunction with a consumption on the premises -- Incidental activity license issued under Chapter 4-60, at a museum located at the Field Museum of Natural

History, the Shedd Aquarium, the Adler Planetarium or the Art Institute of Chicago.

SECTION 10. Chapter 4-160 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-160-020 License -- Required.

No person shall sell or attempt to sell at public or private auction in this city any real or personal property of any kind whatsoever (except under and by virtue of legal process or under and by virtue of a mortgage) without first having obtained a license therefor.

~~No person licensed hereunder shall sell his own personal property at a jewelry auction sale, as defined in chapter 4-156, without complying with the provisions of that chapter~~.

The requirements of this section shall not be applicable to persons acting as an auctioneer without compensation or other payment for his or her services at an auction held by a charity, community organization, religious organization or school to raise funds for its charitable, community, religious or school purposes.

4-160-060 Additional Licenses Not Required -- When.

Any person having obtained a license as an auctioneer in accordance with this chapter shall not be required to obtain a secondhand dealer's or ~~broker's~~ pawnbroker's license in order to carry on the business of auctioneering.

SECTION 11. Chapter 4-168 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-168-040 License -- Application.

Application for a bicycle messenger service license shall be made in writing to the ~~director of business affairs and licensing or his or her designee~~ commissioner on a form provided by the ~~director~~ commissioner and signed and sworn to by the applicant or, if the applicant is a corporation, by its authorized agent. ~~The director of business affairs and licensing shall forward copies of each application to the commissioner, who may advise the director as to whether the application meets the requirements of this chapter.~~ Each application shall contain:

(Omitted text is unaffected by this ordinance.)

4-168-090 License -- Suspension Or Revocation.

~~(a) If any licensee violates any provision of this chapter or any rule or regulation promulgated hereunder, the commissioner may seek revocation or suspension of the licensee's license and/or the imposition of a fine up to $500.00 on the licensee, in accordance with the procedures described in this section.~~ Upon the determination that a person has violated a provision of this chapter or any rule or regulation promulgated hereunder, the commissioner may institute an administrative adjudication proceeding with the department of administrative hearings by forwarding a copy of a notice of violation or a notice of hearing, which has been properly served, to the department of administrative hearings; provided however, suspension or revocation of a license shall be in accordance with the requirements of Chapter 4-4 of the Municipal Code.

~~(b) Before any suspension or fine is imposed, the licensee shall be notified by: (i) first class or express mail, or overnight carrier; or (ii) personal service, of the specific charges against him and of his right to a hearing. The licensee may request such a hearing in writing not more than ten days after receiving notification of the charges.~~

~~(i) Prior to the exercise of exclusive jurisdiction by the department of administrative hearings in accordance with Section 2-14-190(c) of this Code, the hearing may be conducted by the commissioner or his designee. If, after the hearing, the commissioner determines that a violation has occurred, the commissioner shall enter an order suspending the license and/or imposing a fine. An order by the commissioner imposing a suspension and/or fine may be appealed by the licensee to department of business affairs and licensing.~~

~~(ii) After the exercise of exclusive jurisdiction by the department of administrative hearings in accordance with Section 2-14-190(c) of this Code, upon receipt of a request for a hearing, the commissioner shall institute an action with the department of administrative hearings which shall appoint an administrative law officer who shall conduct the hearing. If after the hearing, the administrative law officer determines that a violation has occurred, the administrative law officer shall enter an order suspending the license and/or imposing a fine.~~

~~(iii) Notwithstanding the exercise of exclusive jurisdiction by the department of administrative hearings, if no timely request is made for a hearing and the commissioner determines that a violation has occurred, the commissioner may enter an order suspending the license and/or imposing a fine.~~

~~(c) Hearings held under this section shall be conducted in substantially the same manner as those which are conducted pursuant to chapters 9-104 and 9-112 of this Code. Any person whose license is revoked under this chapter shall be ineligible to receive another license under this chapter for a one-year period following revocation.~~

~~(d) The commissioner may file a petition with the department of business affairs and licensing to seek revocation of a license. Following a hearing conducted in accordance with its rules, the department of business affairs and licensing shall determine whether revocation is warranted or a lesser penalty, if any, shall be imposed.~~

4-168-110 Rules And Regulations -- Enforcement Authority.

The commissioner ~~and the director of business affairs and licensing~~ shall have the authority to administer and enforce this chapter. The department of police shall have the authority to enforce the safety-related provisions of this chapter and all traffic laws, ordinances, rules and regulations as they apply to bicycle messenger operators.

SECTION 12. Chapter 4-208 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-208-030 License -- Application -- Investigation.

An application for license shall be made in conformity with the general requirements of this Code relating to applications for license. The director of business affairs and licensing ~~superintendent of police~~ shall cause an investigation to be made to ascertain that the applicant has complied with all laws and ordinances applicable to said business, and whether the applicant is of good character and repute.

SECTION 13. Chapter 4-240 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-240-030 License -- Application -- Investigation.

An application for said license shall be made in conformity with the general requirements of this Code relating to applications for licenses. The director of business affairs and licensing ~~superintendent of police~~ shall investigate the applicant to determine whether said applicant is of good moral character.

SECTION 14. Chapter 4-264 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-264-020 License -- Application -- Investigation.

An application for license as a secondhand dealer shall be made in conformity with the general requirements of this Code relating to applications for licenses. When an application for such license is made, the director of business affairs and licensing ~~superintendent of police~~ shall cause an investigation to be made to ascertain whether the applicant has complied with the state laws and the provisions of this Code applicable to said business, and whether the applicant is of good character and repute. Provided, however, that such ~~police~~ investigation shall not be required for a secondhand dealer that deals in only children's products.

SECTION 15. Chapter 4-380 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

4-380-070 Prohibited Activities/Other Licenses.

(a) The following activities may not be licensed as home occupations in accordance with this chapter: any repair of motorized vehicles, including the painting or repair of automobiles, trucks, trailers, boats, and lawn equipment; animal hospitals; astrology, card reading, palm reading or fortune-telling in any form; kennels; stables; bird keeping facilities; ~~barber shops and beauty parlors;~~ dancing schools; restaurants; massage ~~therapy~~ establishments; catering/food preparation businesses; funeral chapels or homes; crematoria; mausoleums; ~~medical or dental clinics;~~ any facility where products are manufactured, produced or assembled when the home occupation licensee is not the retail point of sale for such products; public places of amusement; the sale of firearms or ammunition; caterers; construction businesses or landscaping businesses that provide the storage of goods and materials to be utilized in the operation of the business or use; warehousing; and welding or machine shops; provided, however, that nothing in this chapter shall prohibit the performance of emergency medical services in a residential dwelling.

(b) Establishments for which a license is required and issued in accordance with any other chapter of the Municipal Code of Chicago shall not be required to obtain a license in accordance with this chapter; such establishments shall file an appropriate form with the department of business affairs and licensing, upon initial license application and upon renewal, indicating that the occupation is practiced in a residence. The subsection shall not be construed to permit any occupation or activity that is not properly licensed in accordance with another chapter of this Code.

SECTION 16. Chapter 10-8 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

10-8-335 Outdoor Special Events.

(Omitted text is unaffected by this ordinance.)

(d) The department shall promptly send copies of all applications for a special event permit to the following departments, for the purpose of obtaining input on the factors set forth in (f):

(1) the department of ~~revenue~~ business affairs and licensing;

(2) the department of police;

(3) the fire department;

(4) the department of streets and sanitation;

(5) the department of transportation;

(6) the department of law;

(7) the department of environment;

(8) the office of emergency management and communications.

If any of the above-listed departments have any information that the proposed special event does not meet the standards set forth in subsection (f), written objections must be sent to the department within 20 days or the department will presume there are no departmental objections.

(Omitted text is unaffected by this ordinance.)

SECTION 17. Chapter 10-28 of the Municipal Code of Chicago is hereby amended by deleting section 10-28-060, by adding the language underscored and by deleting the language struck through, as follows:

10-28-010 Permission Required.

No person shall construct or maintain any bay window, bridge, wire, pipe, kiosk, or other structure or device over any public way or other public place; or any clock or post at the curb, or any clock attached outside the face of any building; or any loading platform, switch track or pushcart track upon any public way or other public place; or any tunnel or vault underneath the surface of any public way or other public place; or install or maintain any wire, pipe or conduit underneath the surface of any public way or other public place without first having obtained specific authority by ordinance passed by the city council authorizing such special privilege. Nothing in this section shall authorize any person to make an opening in, or construct or repair any pavement in the public way or other public place unless such person holds a public way work license if such a license is required by Chapter 10-20 of this Code.

Any person violating any of the provisions of this section shall be fined not less than $25.00 nor more than $200.00 for each offense. A separate and distinct offense shall be held to have been committed each day any person continues to violate this section or fails or refuses to cause the removal of such unauthorized structure within such time as may be fixed by the director of ~~revenue~~ business affairs and licensing, not exceeding 30 days, after notice in writing for such removal has been served upon the owner or person maintaining any such privilege.

For purposes of this section, "kiosk" means a freestanding, permanent structure erected as an accessory to a building, and used to provide information concerning the building and its occupants.

10-28-070 Storage Of Goods On Public Ways.

No person shall use any ~~pubic~~ public way for the storage of personal property, goods, wares or merchandise of any kind. Nor shall any person place or cause to be placed in or upon any public way, any barrel, box, hogshead, crate, package or other obstruction of any kind, or permit the same to remain thereon longer than is necessary to convey such article to or from the premises abutting on such sidewalk.

For this purpose of receiving or delivering merchandise, no person shall occupy over four (4) feet of the outer edge of the sidewalk in front of his store or building.

Any person violating any of the provisions of this section shall be subject to a fine of not less than $50.00 nor more than $250.00 for each offense.

10-28-200 Permit Required.

It shall be unlawful for any person to maintain any canopy, as that term is defined in section 17-17-0233 of the Zoning Code, or marquee, as that term is

defined in section 17-17-0295 of the Zoning Code, ~~attached to any building or structure,~~ which shall extend over any public way in the city, without first obtaining authority from the city council and a permit from the director of business affairs and licensing so to do as hereinafter provided.

No such permit shall be issued upon order of the city council until application therefor has been made, proof of insurance has been submitted and payments and deposits made as required. No such permit shall be issued for a period longer than ~~three~~ five years.

Nothing in this section shall authorize any person to make an opening in, or construct or repair any pavement in the public way or other public place unless such person holds a public way work license if such a license is required by Chapter 10-20 of this Code.

10-28-210 Application And Plans.

Application for such permit shall be made to the director of ~~revenue~~ business affairs and licensing, and shall contain the name and address of the applicant and the proposed location and dimensions of said canopy or marquee. Plans and specifications of such canopy or marquee and of the part of the building or structure to which it is to be attached shall be submitted to the director of ~~revenue~~ business affairs and licensing with the permit application. No alteration or change from plans or specifications on file ~~in the office of the director of revenue~~ shall be made without the written consent thereto of the director of ~~revenue~~ business affairs and licensing.

No canopy or marquee that has been or may hereafter be authorized by any general or special ordinance, which projects over any public way or other public place, shall be equipped with or have attached thereto any illuminated or other sign, transparency, placard, streamer or other advertising matter or device of any kind. Provided, however, that no permit shall be issued for the maintenance of any such canopy or marquee attached to any building which shall extend over any boulevard, street or other public way taken over from the Chicago Park District by the City of Chicago by virtue of an act entitled "an act in relation to an exchange of certain functions, property and personnel among cities and park districts having co-extensive geographic areas and population in excess of 500,000", approved July 5, 1957, effective January 1, 1959; and provided further that the executive director of the department of construction and permits may issue a permit for the construction and temporary use of a canvas canopy or awning for a particular event requiring its use over such boulevards, streets and public ways.

10-28-270 Permit Required.

No ~~awnings~~ awning, as that term is defined in section 17-17-0215 of the Zoning Code, shall be erected, constructed or maintained so as to extend over the surface

of any public way, until a permit therefor is issued by the director of ~~revenue~~ business affairs and licensing. The annual fee for such permit shall be ~~$1.00~~ $50.00, the first payment to be made at the time of the issuance of said permit, and each succeeding payment on the same day and month annually thereafter; provided, however, if the awning exceeds 25 feet in length an additional annual charge of $1.00 for each additional foot of length in excess of 25 feet shall be paid.

10-28-360 Permit Required.

It shall be unlawful for any person to erect, locate, construct, or maintain any vehicle weighing scale in any public way or other public place without first obtaining authority so to do from the city council, and a permit from the director of ~~revenue~~ business affairs and licensing.

No such permit shall be issued upon order of the city council until application therefor has been made and approved, bond has been filed, and deposit made as herein required, and no such permit shall be issued for a longer period than ten years.

10-28-370 Application -- Specifications.

Application for such permit shall be made to the director of ~~revenue~~ business affairs and licensing and shall contain the name and address of the applicant and the proposed location and dimensions of such scale. Such application must be approved by the commissioner of transportation.

Plans and specifications for such scale shall be filed with the commissioner of transportation and a copy thereof shall be kept on file in the office of said commissioner at all times. No permit shall be issued allowing the construction of any vehicle weighing scale until such plans and specifications shall have been first approved by said commissioner of transportation.

10-28-380 Bond Required.

Plans and specifications shall be accompanied by a good and sufficient bond executed by the grantee, running to the city, in the penal sum of $10,000.00, with sureties to be approved by the director of ~~revenue~~ business affairs and licensing, conditioned upon the faithful observance of each and every condition and provision of said permit, and conditioned further to indemnify, keep and save harmless the city against all liabilities, judgments, costs, damages and expenses which may in any way come against said city in consequence of the granting of said permit, or which may accrue against, be charged to, or recovered from said city from, or by reason, or on account of any act or thing done by the grantee by virtue of the

authority given in said permit. Said bond and the liabilities of the sureties thereon shall be kept in force throughout the life of said permit, and if at any time during the life of said permit such bond shall not be in full force, the authority and privileges therein granted may be terminated.

10-28-430 Revocation Of Permit.

If any person obtaining a permit hereunder shall at any time fail or neglect to comply with the foregoing provisions of this chapter on vehicle weighing scales, such permit may be revoked by the director of business affairs and licensing ~~revenue~~, and shall be revoked by the director of business affairs and licensing ~~revenue~~ in all cases where the commissioner of transportation or the executive director of emergency management and communications determines that the permitted scale interferes with the use of the public way, has become hazardous to persons using the public way, or will interfere with work performed on the public way.

10-28-450 Permit Required.

Unless otherwise permitted by specific ordinance, no person shall use any space underneath the surface of any public way or other public ground in this city, or construct or maintain any structure thereunder, or disturb the sidewalk on such public way or other public ground, for the purpose of constructing or maintaining any vault or structure thereunder, or any coalhole, trapdoor or other opening therein, without first obtaining a permit ~~so to do~~ to do so from the director of business affairs and licensing ~~revenue~~. No permit shall be issued, transferred or assigned, nor shall any right or privilege thereunder be transferred or assigned, except as hereinafter provided. Nothing in this section shall authorize any person to make an opening in, or construct or repair any pavement in the public way or other public place unless such person holds a public way work license if such a license is required by Chapter 10-20 of this Code.

The number, location, size, construction and maintenance of all coalholes, trapdoors or other openings in the public ways and the construction and maintenance of all vaults shall be under the direction and subject to the approval of the director of business affairs and licensing.

If any person uses any space underneath any public way without a permit for such use as herein provided, the director of business affairs and licensing shall notify the person in writing of the violation of this section and shall demand the removal of the illegal structure and restoration of the public way to its former condition, within five days after delivery of the notice. If the structure is not removed within that time, the director shall proceed to remove such structure and close the space therein. The costs of removal and restoration of the public way shall be paid by the person who illegally used the space under the public way.

10-28-460 Application For Permit.

Application for such permit shall be accompanied by a sketch or diagram showing the gross measurements of the vault to be constructed, together with all openings in the surface over the same and a description of the materials and techniques to be used in constructing the vault. The sketch or diagram shall be subject to approval of the commissioner of transportation. The commissioner shall approve construction of a vault if the application shows that the construction will be done in manner consistent with the building provisions of this Code and that the vault will be structurally safe. No permit shall be issued for the use of any space under the surface of the roadway of any public way or other public ground.

As part of the application for a permit for any purpose described in Section 10-28-450, an applicant must also present proof of insurance against any liability, loss or claim arising out of the issuance of the permit, or out of the permitted disturbance of the sidewalk or out of the construction, maintenance or use of the permitted vault or structure thereunder, or coalhole, trapdoor or other opening therein. The insurance shall be issued by an insurer authorized to do business in Illinois, shall be in an amount no less than $100,000.00 per person and $1,000,000.00 per occurrence and shall name the City of Chicago, its officers, employees and agents as additional insured. The insurance policy shall provide for 30 days' written notice to the director of business affairs and licensing ~~city comptroller~~ prior to any lapse or change in coverage. The insurance shall be maintained in effect at all times that the permitted activity is conducted or that the permitted vault, structure or opening is in existence.

10-28-490 Permit Fees.

Permit fees shall be based upon the area occupied by the vault, space or structure under the surface of the public way or other public ground for which said permit is given and shall be computed by a standard public way permit fee calculation formula adopted by the director of ~~revenue~~ business affairs and licensing.

No additional permit fee shall be charged, except where an additional permit is required for the use of additional space, or for the construction of structures, coalholes, trapdoors or other openings not enumerated in the original permit, or where the party to whom the original permit has been issued has transferred his interest to another party as hereinabove provided. In case of such a transfer the purchaser of such interest shall pay the sum of $5.00 for the issuance of a transfer permit.

10-28-570 Revocation Of Permits.

All permits issued for the use of subsidewalk space shall be subject to revocation in whole or in part whenever the director of business affairs and licensing or the

commissioner of transportation shall consider it necessary or advisable to have the vault or space covered by such permits, or any portion thereof, vacated in order that the same may be used for a public purpose, or because of the construction or maintenance of a subway for transportation purposes in, under or near the public way or public place in which said vault or space is located, or for the purposes of moving, laying or maintaining streetcar tracks, sewers, mains, conduits, pipes, tubes or wires of any kind whatsoever because of the construction or maintenance of such subway for transportation purposes. No permit shall be issued except upon the agreement of the party to whom the same is issued that the said vault or space, or any portion thereof, required to be vacated shall be vacated within 30 days after the director of ~~revenue~~ business affairs and licensing shall have given notice of revocation of the permit and that in case such party shall fail to so vacate such space or vault or that portion of the same specified in such notice the director of business affairs and licensing may cause the same to be done at the expense of said party to whom the permit was issued, and all expenses incurred or damages paid by the city on account thereof shall be borne by said party and shall be paid to the city upon demand.

If any person who has secured such a permit shall at any time fail or neglect to comply with the terms of this chapter, the director of business affairs and licensing may initiate an action to revoke such permit.

Permits issued under this chapter may be revoked at any time by the city council.

SECTION 18. This ordinance takes effect after its passage and approval.

COMMITTEE ON PARKS AND RECREATION.

AUTHORIZATION OF EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR ACQUISITION OF PROPERTIES FOR EXPANSION OF VARIOUS PUBLIC PARKS.

The Committee on Parks and Recreation submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Parks and Recreation, having under consideration a communication from the Mayor (referred April 11, 2007) at the request of the Commissioner of Planning and Development, three ordinances authorizing the Expenditure of Open Space Impact Fee funds, begs leave to recommend that Your Honorable Body *Pass* said ordinances which are transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Parks and Recreation.

Respectfully submitted,

(Signed) MARY ANN SMITH,
Chairman.

On motion of Alderman M. Smith, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

2800 South Eleanor Street.

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Community Area listed on Exhibit A attached hereto have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of the same date; and

WHEREAS, The D.P.D. has acquired a parcel located generally at 2800 South Eleanor Street, Chicago, Illinois to expand existing park (the "Project") and create open spaces and recreational facilities in the Community Area listed on Exhibit A; and

WHEREAS, A portion of the Project was paid for with bond proceeds from the General Obligation Bonds (Neighborhoods Alive 21) Series 2001A issue authorized pursuant to an ordinance adopted on November 17, 1999 and published in the *Journal* for said date at pages 17523 -- 17569 (the "Bond Proceeds") from Fund Number 435-08-41103-161-1231; and

WHEREAS, The City wishes to reimburse a portion of the Bond Proceeds, in the amount described on Exhibit A, from the proceeds of the Open Space Fees collected by D.O.R. from the Community Area, which were not available at the time the Project was undertaken; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees to reimburse the Bond Proceeds, which funded the Project, provided a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Project would not have been completed but for the use of the Bond Proceeds, and it was intended that Open Space Fees once collected be used to reimburse the City; and

WHEREAS, D.P.D. has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein and on Exhibit A through this ordinance; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to reimburse the Bond Proceeds with Open Space Fees proceeds in the amount listed on Exhibit A from the corresponding fund.

SECTION 4. Open Space Fees in the amount on Exhibit A from the Bridgeport Community Area Open Space Fees Fund are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Description Of Project.

Bridgeport Park Expansion.

Address:	Commonly known as 2800 South Eleanor Street, Chicago, Illinois (the "Property")
Community Area:	Bridgeport
Description of Project:	Acquisition of the Property to expand park resulting in a total park acreage of 3.5 for purposes of providing open space and recreational facilities to the residents of the Community Area
Amount of Open Space Fees:	$321,615

701 And 703 West Root Street.

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Community Area listed on Exhibit A attached hereto have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 pursuant to an ordinance published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of the same date; and

WHEREAS, The D.P.D. has acquired two (2) parcels located generally at 701 West Root Street and 703 West Root Street, all in Chicago, Illinois, to expand an existing park (the "Project") and create open spaces and recreational facilities in the Community Area listed on Exhibit A; and

WHEREAS, A portion of the Project was paid for with bond proceeds from the General Obligation Bonds (Neighborhoods Alive 21) Series 2001A issue authorized pursuant to an ordinance adopted on November 17, 1999 and published in the *Journal* for said date at pages 17523 -- 17569 (the "Bond Proceeds") from Fund Number 03-435-08-2005-1258-0620-41150161-45109; and

WHEREAS, The City wishes to reimburse a portion of the Bond Proceeds, in the amount described on Exhibit A, from the proceeds of the Open Space Fees collected by D.O.R. from the Community Area, which were not available at the time the Project was undertaken; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition and capital improvements, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees to reimburse the Bond Proceeds, which funded the Project, provided a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Project would not have been completed but for the use of the Bond Proceeds, and it was intended that Open Space Fees once collected be used to reimburse the City; and

WHEREAS, D.P.D. has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth herein and on Exhibit A through this ordinance; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees will directly and materially benefit the residents of those Fee-Paying

Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes described herein.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel, to reimburse the Bond Proceeds with Open Space Fees proceeds in the amount listed on Exhibit A from the corresponding fund.

SECTION 4. Open Space Fees in the amount on Exhibit A from the New City Community Area Open Space Fees Fund are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Description Of Project.

Taylor Laurdisen Expansion.

Address:	Commonly known as 701 West Root Street and 703 West Root Street, all in Chicago, Illinois (the "Property")
Community Area:	New City
Description of Project:	Acquisition of the Property to expand the park resulting in a total park acreage of 1.67 for purposes of providing open space and recreational facilities to the residents of the Community Area
Amount of Open Space Fees:	$236,625

1759, 1799 And 1805 North Milwaukee Avenue.

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, It is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, On April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, The Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee Paying Developments"); and

WHEREAS, Pursuant to the Open Space Ordinance, the Department of Revenue ("D.O.R.") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the Community Area (as defined in the Open Space Ordinance), in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, The Department of Planning and Development ("D.P.D.") has determined that the Fee-Paying Developments built in the Community Area listed on Exhibit A attached hereto have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan", adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 and appearing on pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* of the same date; and

WHEREAS, The D.P.D. has proposed the acquisition of three (3) parcels located generally at 1759 North Milwaukee Avenue, 1799 North Milwaukee Avenue and

1805 North Milwaukee Avenue, all in Chicago, Illinois (the "Project") to create open spaces and recreational facilities in the Community Area listed on Exhibit A and is seeking acquisition authority in an ordinance submitted to City Council concurrently herewith; and

WHEREAS, D.P.D. wishes to fund a portion of the Project costs with Open Space Fees collected by D.O.R. in an amount described on Exhibit A, which will provide open space and recreational facilities for the benefit of the residents of the Community Area; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the new development from which the fees are collected; and

WHEREAS, The Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous Community Area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the developments from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has determined that the use of the Open Space Fees for the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by D.O.R. for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, D.P.D. has recommended that the City Council approve the use of the Open Space Fees for the purposes set forth on Exhibit A through this ordinance; and

WHEREAS, D.P.D. has recommended that the City Council make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated in and made part of this ordinance as though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees, as proposed on Exhibit A, will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the purposes set forth in Exhibit A.

SECTION 3. The Commissioner of D.P.D. (the "Commissioner") and a designee of the Commissioner are each hereby authorized to fund the Project with Open Space Fees in the amount listed on Exhibit A from the corresponding fund.

SECTION 4. Open Space Fees in an amount not to exceed One Hundred Thirty-six Thousand Two Hundred Fifty-one and 22/100 Dollars ($136,251.22) from the West Town Community Area are hereby appropriated for the purposes described herein.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Description Of Project.

Bloomingdale Linear Park.

Addresses:	759 North Milwaukee Avenue, 1799 North Milwaukee Avenue and 1805 North Milwaukee Avenue, all in Chicago, Illinois
Community Area:	West Town
Project Description:	Acquisition of three (3) parcels adjacent to the proposed Bloomingdale Linear Park adding .56 acres of public open space to be used as access points to Bloomingdale Linear Park.
Amount of Open Space Fees:	$136,251.22

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY SPECIAL EVENT LICENSES AND PERMITS, FREE OF CHARGE, TO SAINT GENEVIEVE CATHOLIC CHURCH FOR CONDUCT OF SAINT GENEVIEVE'S 2007 CARNIVAL.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration a proposed ordinance (direct introduction) to issue, free of charge, Itinerant Merchant License fees, Food Vendor License fees, Tent Erection Permit fees and Street Closure Permit fees to the participants in the Saint Genevieve Catholic Church for their Saint Genevieve's 2007 Carnival to be held on May 31, June 1, June 2 and June 3, 2007. This event will take place on the premises known as 4854 West Montana Street (at West Montana Street and North Lamon Avenue) and 4835 West Altgeld Street in the 31st Ward. The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed fee waivers which was transmitted on May 8, 2007 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water Management, the Zoning Administrator, the Director of Revenue and the Director of Business Affairs and Licensing are hereby directed to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Genevieve Catholic Church (all festival participants and applicants) for the Saint Genevieve's 2007 Carnival to be held May 31, June 1, June 2 and June 3, 2007 on the premises known as 4854 West Montana Street (at West Montana Street and North Lamon Avenue) and 4835 West Altgeld Street.

Said special event shall be held exclusively for not-for-profit related purposes and shall not be otherwise used with a view to profit.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR ISSUANCE OF SPECIFIED LICENSES AND PERMITS, FREE OF CHARGE, IN CONJUNCTION WITH VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders for the issuance of specified licenses and permits, free of charge, in conjunction with various events (referred April 11, 2007). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on May 8, 2007 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

Food Vendor, Itinerant Merchant Licenses, Electrical Installation And Inspection Permits.

Taste Of Polonia.

Ordered, That the City of Chicago Department of Revenue is hereby authorized and directed to issue, free of charge, the following permits to the Copernicus

Foundation located at 5216 West Lawrence Avenue, for their annual Taste of Polonia festival to be held August 31 through September 3, 2007: Food Vendors, Itinerant Merchant Vendors, Electrical Installation and Inspection fees.

Food Vendor, Itinerant Merchant Licenses And Street Closure Permits.

Lincoln Park Art Faire.

Ordered, That the Director of the City Department of Revenue issue, free of charge, the Itinerant Merchant and Food Vendor Licenses and Street Closure Permit fees, to all of the participants in the Lincoln Park Art Faire, to take place on the grounds of the Lincoln Park Cultural Center located at 2045 North Lincoln Park West Avenue and on the 2000 block of North Lincoln Park West, between West Armitage Avenue and West Dickens Avenue, Saturday, September 15 and Sunday, September 16, 2007, during the hours of 11:00 A.M. and 6:00 P.M., each day.

Saint Michael's Celebration 2007.

Ordered, That the Director of the City Department of Revenue issue, free of charge, Permit and Street Closure fees, food Vendor and Itinerant Merchant License fees to all participants of the Saint Michael's Celebration 2007, sponsored by Saint Michael's Church, 1633 North Cleveland Avenue to be held on North St. Michael's Court, from West North Avenue to West Eugenie Street; West Eugenie Street, from North Hudson Avenue to North Mohawk Street; and North Cleveland Avenue, from West North Avenue to West Eugenie Street for the period of Friday, June 8, 2007, from 5:00 P.M. to 10:00 P.M., Saturday, June 9, 2007, from 12:00 A.M. to 10:00 P.M. and Sunday, June 10, 2007, from 12:00 A.M. to 8:00 P.M.

Wells Street Art Festival.

Ordered, That the Director of the City Department of Revenue issue, free of charge, Permit and Street Closure fees, Food Vendor License fees and Itinerant Merchant License fees to all participants of the Wells Street Art Festival, organized by Chicago Special Events Management, 1960 North Clybourn Avenue (rear building) and benefitting the Old Town Merchants and Residents Association, 1520 North Wells Street, to be held on North Wells Street, from West Division Street (1200 north) to West North Avenue (1600 north), West Schiller Street, from North Wells Street east and west to the alley(s), West Evergreen Avenue, from North Wells Street to North North Park Avenue, West Goethe Street, from North Wells Street east and west to the alley(s), West Scott Street, from North Wells Street to the alley west for the period of Saturday, June 9, 2007, from 10:00 A.M. to 10:00 P.M. and Sunday, June 10, 2007, from 10:00 A.M. to 10:00 P.M.

Food Vendor, Itinerant Merchant Licenses, Fire Prevention, Street Closure And Other Related Permits.

Cinco De Mayo Festival.

Ordered, That the Director of the Department of Revenue issue the following licenses and permits, free of charge, to Cinco de Mayo Festival, sponsored by Hector Escobar, Casa Puebla Inc. and Cermak Road Chamber of Commerce & Ltd. to take place on May 3 through May 6, 2007, from 10:00 A.M. to 11:00 P.M., at Douglas Park, 1600 -- 1900 South Sacramento Avenue: Food Vendor Permits, Itinerant Merchants Vendor Permits, Street Closure Permits, Fire Prevention fees and all other permits and fees related to the event.

Food Vendor, Raffle Licenses, Street Closure And Other Related Permits.

Edison Park Fest.

Ordered, That the Director of the Department of Revenue issue the following

licenses and permits, free of charge, to the Edison Park Fest, to be held on August 17 -- 19, 2007, from 9:00 A.M. to 10:00 P.M.: Food Vendor Permits, Tent Permits, Raffle Permits, Street Closure Permits and all other permits and fees related to the event.

Street Banners Permit.

Taste Of Polonia.

Ordered, That the City of Chicago Department of Revenue and the Department of Streets and Sanitation are hereby authorized and directed to issue Street Banners Permit, free of charge, to the participants in the annual Taste of Polonia special event, sponsored by the Copernicus Foundation located at 5216 West Lawrence Avenue. The banners will be displayed for the period beginning August 20 through September 4, 2007.

Street Closure Permit.

Taste Of Polonia.

Ordered, That the City of Chicago Department of Revenue and the Department of Transportation are hereby authorized and directed to issue, free of charge, the following Street Closure Permit to the Copernicus Foundation located at 5216 West Lawrence Avenue, for their annual Taste of Polonia festival to be held August 29, 2006 through September 4, 2007. Street Closure: North Lipps Avenue, from West Lawrence Avenue to West Ainslie Street; West Ainslie Street, from North Milwaukee Avenue to the Kennedy Expressway; and North Avondale Avenue, from West Lawrence Avenue to West Ainslie Street for festival August 31 -- September 3, 2007 and Street Closure August 29 -- September 4, 2007.

Tent Permit.

Cover All Kids.

Ordered, That the Director of the City Department of Revenue issue a tent permit, free of charge, to Saint Anthony Hospital, 2875 West 19th Street, for Cover All Kids event, to be held on April 26, 2007, at Douglas Park.

Plaza Garibaldi/Cinco De Mayo Festival.

Ordered, That the Director of the City Department of Revenue issue a Tent Permit, free of charge, to the Viva Entertainment Network, Inc., for the Plaza Garibaldi/Cinco de Mayo Festival, to be held from April 29 through October 7, 2007, at California Health Park, 2700 South Rockwell Street.

AUTHORIZATION FOR WAIVER OF SPECIFIED LICENSE AND/OR PERMIT FEES IN CONJUNCTION WITH VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders for fee waivers (referred March 14, 2007, April 11, 2007 and by direct introduction). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on May 8, 2007 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following said orders as passed (the italic heading in each case not being a part of the order):

Food Vendor And Itinerant Merchant License Fees.

Roscoe Village Chamber Of Commerce's Belmont Arts Music Fest.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the following fees for Roscoe Village Chamber of Commerce's Belmont Arts Music Fest, to be held on West Belmont Avenue between North Damen Avenue and North Leavitt Street on Saturday, June 23, 2007, from 12:00 Noon to 10:00 P.M. and Sunday, June 24, 2007, from 12:00 Noon to 10:00 P.M.: Itinerant Merchants License fees and Food Vendor License fees.

Food Vendor, Itinerant Merchant License, Canopy Erection, Fire Prevention, Street Closure And Tent Permit And Miscellaneous Fees.

LaSalle Street Church Block Party.

Ordered, That the Director of the City Department of Revenue is hereby authorized and advised to waive the Itinerant Merchant License fee, Food Vendor License fee, Street Closure Permits, Tent, Canopy Erection fees, Fire Prevention fees and all applicable permit and license fees to all participants of the LaSalle Street Church Block Party to be held in the 150 -- 200 block of West Elm Street and on church property for the period of Sunday, August 12, 2007, from 7:00 A.M. to 3:30 P.M..

Food Vendor, Itinerant Merchant License, Canopy Erection And Street Closure Permit Fees.

Rock Around The Block.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the following fees for Rock Around The Block to be held at 3400 and 3600 North Lincoln Avenue, between North Paulina Street and West Addison Street on Saturday, July 14, 2007, from 12:00 P.M. to 10:00 P.M. and Sunday, July 15, 2007, from 12:00 P.M. to 10:00 P.M.: Canopy Erection fees, Itinerant Merchants License fees, Food Vendor License fees and Street Closure fees.

Food Vendor, Itinerant Merchant License And Street Closure Permit Fees.

Guinness Oyster Festival.

Ordered, That the Directors of the Department of Revenue, the Business Affairs

and Licensing Office and the Department of Transportation/O.E.M.C. Office are hereby authorized and advised to waive the following fees in connection with the Guinness Oyster Festival benefiting the Roscoe Village Chamber of Commerce. This event will take place on West Roscoe Street, between North Damen Avenue and North Leavitt Street on Saturday, September 8, 2007, from 12:00 Noon to 11:00 P.M.: Itinerant Merchant License fees, Food Vendor License fees and Street Closure fees.

Jefferson Park Community Festival.

Ordered, That the Director of the Department of Revenue is hereby authorized and advised to waive the Itinerant Merchant License fees, Food Vendor License fees and Street Closure fees in connection with Jefferson Park Community Festival benefiting the Jefferson Park Chamber of Commerce. This event will take place on June 29, 2007, from 5:00 P.M. -- 11:00 P.M., June 30, 2007, from 1:00 P.M. -- 11:00 P.M. and July 1, 2007, from 1:00 P.M. -- 9:00 P.M. on North Higgins Avenue, between North Milwaukee Avenue and West Gale Street, on North Long Avenue, between West Lawrence Avenue and West Higgins Avenue organized by Chicago Special Events Management, 1960 North Clybourn Avenue (rear building).

Lincoln Park Summerfest.

Ordered, That the Director of the City Department of Revenue is hereby authorized to waive the Permit and Street Closure fees, Food Vendor License fees and Itinerant Merchant License fees to all participants of the Lincoln Park Summerfest, organized by StarEvents, L.L.C., 1609 West Belmont Avenue, 2nd Floor and benefiting the Mid-North Association, 2038 North Clark Street, Mailbox 164 to be held on the 2000 block of North Lincoln Park West, between North Clark Street and West Dickens Avenue, the 200 -- 300 block of West Dickens Avenue, and Park District property by the Lincoln Park Cultural Center, for the period of Saturday, June 23, 2007, from 12 Noon to 10:00 P.M. and Sunday, June 24, 2007, from 12 Noon to 8:00 P.M.

North Halsted Halloween Costume Parade.

Ordered, That the Director of the Department of Revenue is hereby authorized and advised to waive the Itinerant Merchant License fees, Food Vendor License fees and Street Closure fees in connection with North Halsted Halloween Costume Parade benefitting the Triangle Neighbors Association. This event is schedule to take place on October 31, 2007, from 5:00 P.M. to 10:00 P.M. on North Halsted Street between West Belmont Avenue and West Cornelia Avenue, organized by Chicago Special Events Management, 1960 North Clybourn Avenue (rear building).

Northalsted Market Days.

Ordered, That the Director of the Department of Revenue is hereby authorized and advised to waive the Itinerant Merchant License fees, Food Vendor License fees and Street Closure fees in connection with Northalsted Market Days benefiting the Northalsted Merchants Association. This event is scheduled to take place on August 11 and 12, 2007, from 11:00 A.M. to 10:00 P.M. on North Halsted Street between West Addison Street and West Belmont Avenue, organized by Chicago Special Events Management, 1960 North Clybourn Avenue (rear building).

Taste Of Lincoln Avenue.

Ordered, That the Director of the City Department of Revenue is hereby authorized and advised to waive the Permit and Street Closures fees, Food Vendor License fees and Itinerant Merchant License fees to all participants of the Taste of Lincoln Avenue, organized by Chicago Special Events Management, 1960 North Clybourn Avenue (rear building) and benefitting the Wrightwood Neighbors Association, P.O. Box 147179, to be held on the 2400 to 2600 blocks of North Lincoln Avenue; 900 to 1000 block of West Montana Street; 800 to 1000 block of West Altgeld Street; and 800 to 1000 blocks of West Lill Street for the period of Saturday, July 28, 2007, from 12:00 Noon to 10:00 P.M. and Sunday, July 29, 2007, from 12:00 Noon to 10:00 P.M.

World's Largest Block Party.

Ordered, That the Director of the Department of Revenue, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Buildings and the Commissioner of Fire waive the Food Vendor License fees, Itinerant Merchant License fees and Street Closure fees associated with the event, including all festival participants and applicants, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, for the World's Largest Block Party which will be held on Friday, July 20, 2007, from 5:00 P.M. until 10:30 P.M. and on Saturday, July 21, 2007, from 5:00 P.M. until 10:30 P.M.. This event is sponsored by the Old Saint Patrick's Church and this event will take place in the parking lots located at West Madison Street and Desplaines Street and at West Monroe Street and South Desplaines Street.

5th Annual Pride Fest.

Ordered, That the Director of the Department of Revenue is hereby authorized and advised to waive the Itinerant Merchant License fees, Food Vendor License fees and Street Closure fees in connection with 5th Annual Pride Fest benefitting the Northalsted Area Merchants Association. This event is scheduled to take place on June 23, 2007, from 11:00 A.M. to 9:00 P.M. on North Halsted Street between West Addison and West Grace Streets, organized by Chicago Special Events Managements, 1960 North Clybourn Avenue (rear building).

39th Annual Sheffield Garden Walk And Festival.

Ordered, That the Director of the City Department of Revenue is hereby authorized and advised to waive the Permit and Street Closure fees, Food Vendor License fees and Itinerant Merchant License fees to all participants of the 39th Annual Sheffield Garden Walk and Festival sponsored by and benefitting the Sheffield Neighborhood Association, 2233 North Kenmore Avenue, to be held on North Sheffield Avenue, from West Webster Avenue (2200 north) to West Belden Avenue (2300 north); North Kenmore Avenue, from West Webster Avenue (2200

north) to West Belden Avenue (2300 north); and West Belden Avenue, from North Sheffield Avenue (1000 west) to North Kenmore Avenue (1050 west) for the period of Saturday, July 21, 2007, from 11:00 A.M. to 10:00 P.M. and Sunday, July 22, 2007, from 11:00 A.M. to 10:00 P.M.

Food Vendor, Itinerant Merchant License, Street Closure And Tent Erection Permit Fees.

AVON Walk For Breast Cancer.

Ordered, That the Director of the Department of Revenue, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Buildings and the Commissioner of Fire waive the Food Vendor License fees, Itinerant Merchant License fees, Tent Erection Permit fees and Street Closure fees associated with the event, including all festival participants and applicants, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, for the AVON Walk for Breast Cancer event. This will take place at 1410 South Museum Campus Drive and both the opening and closing ceremonies will be held at Soldier Field on June 2 and 3, 2007, during the hours of 7:00 A.M. until 7:00 P.M. both days. This event is sponsored by the AVON Products foundation.

Food Vendor, Itinerant Merchant License, Tent Permit And Miscellaneous Fees.

Little Brothers-Friends Of The Elderly Walk In The Park.

Ordered, That the Director of the City Department of Revenue is hereby authorized and advised to waive the Itinerant Merchant License fees, Food Vendor License fees, Tent fees and all applicable Permit fees to all participants of the Little Brothers-Friends of the Elderly Walk in the Park to be held in Lincoln Park Grove Number 2. The walk will take place on park property along the lakefront path to West Diversey Parkway, North John G. Cannon Drive and returning along North Stockton Drive to Grove Number 2, and rest stop stations will be located at North

Lake Shore Drive and West Fullerton Avenue and West Diversey Parkway, North John G. Cannon Drive and West Fullerton Avenue and West Webster Avenue for the period of Sunday, June 10, 2007, from 6:00 A.M. to 3:00 P.M.

Itinerant Merchant License Fees.

Community Art Fair.

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Itinerant Merchant License fees for participants in the Community Art Fair, to be held June 2 and 3, 2007, from11:00 A.M. to dusk on South Kenwood Avenue to South Dorchester Avenue, from 5600 to 5700.

57th Street Art Fair.

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and advised to waive the Itinerant Merchant License fees for participants in the 57th Street Art Fair, to be held June 2 and 3, 2007, from 10:00 A.M. to dusk on South Kimbark Avenue, from 5600 to 5699.

Croatian American Day.

Ordered, That the Director of the Department of Business Affairs and Licensing waive the Itinerant Merchant fees in connection with Croatian American Day which will take place on Friday, May 11, 2007, from 11:00 A.M. to 3:00 P.M. at Daley Plaza.

Raffle License Fees.

Chicago Symphony Orchestra.

Ordered, That the Director of Business Affairs and Licensing and the Director of Revenue are hereby authorized and directed to waive the Raffle Renewal License fee for the Chicago Symphony Orchestra (1625) for the term of May 16, 2007 through May 15, 2008 at 220 South Michigan Avenue (Account Number 66035).

Friends Of The Chicago River
2nd Annual Big Fish Ball.

Ordered, That the Director of the Department of Business Affairs and Licensing waive all fees in connection with a Raffle License for Friends of the Chicago River's 2nd Annual Big Fish Ball which will take place on Thursday, June 7, 2007, from 6:00 P.M. to 10:00 P.M.

Sidewalk Sale Permit Fee.

Drummond Montessori Magnet School PTO Plant Sale.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the following fees for the Drummond Montessori Magnet School PTO Plant Sale, to be held at Drummond Montessori Magnet School located at 1845 West Cortland Street, Friday, May 11, 2007, from 12:00 P.M. to 8:00 P.M.: Sidewalk Sale Permit.

Street Closure Permit Fees.

Run For The Zoo.

Ordered, That the Director of the Department of Revenue is hereby authorized and advised to waive the Permit and Street Closure fees for the Run for the Zoo, organized by Chicago Special Events Management, 1960 North Clybourn Avenue (rear building) and benefitting the Lincoln Park Zoo, 2200 North John G. Cannon Drive, to be held on North Stockton Drive, from West Webster Avenue (2200 north) to West Dickens Avenue (2100 north) and various paths and in Lincoln Park and the Lincoln Zoo for the period of Sunday, June 3, 2007, from 8:00 A.M. to 11:00 A.M.

Saint Mary Of The Angels School.

Ordered, That the Director of the City of Chicago Department of Transportation is hereby authorized and directed to waive the following fees for Saint Mary of the Angels School located at 1825 North Wood Street for recess. West Bloomingdale Avenue, from North Hermitage Avenue to North Wood Street, will be the street to be closed for said time. This will be in effect from June 18, 2007 through August 10, 2007 (all days school is in session) on Monday, from 11:00 A.M. to 1:00 P.M., Tuesday, from 11:00 A.M. to 1:00 P.M., Wednesday, from 11:00 A.M. to 1:00 P.M., Thursday, from 11:00 A.M. to 1:00 P.M. and Friday, from 11:00 A.M. to 1:00 P.M.: Street Closing Permit fee.

Whole Foods FlavorFest.

Ordered, That the Director of the Department of Revenue is hereby authorized and advised to waive the following fees in connection with the Whole Foods FlavorFest benefitting the Lincoln Park Chamber of Commerce. This event will take place at Jonquil Park, 1023 West Wrightwood Avenue, on Saturday, August 25, 2007, from 11:00 A.M. to 9:00 P.M. and Sunday, August 26, 2007, from 11:00 A.M. to 8:00 P.M.: Street Closure fees.

Street Closure And Tent Erection Permit Fees.

150th Anniversary Celebration Of The Old Saint Patrick's Church.

Ordered, That the Director of the Department of Revenue, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Buildings and the Commissioner of Fire waive the Tent Erection Permit fees and Street Closure fees associated with the event, including all festival participants and applicants, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, for the 150th Anniversary Celebration of the Old Saint Patrick's Church to take place on Sunday, April 29, 2007, from 7:00 A.M. until 3:00 P.M.. This event location will be on South Des Plaines Street, from West Adams Street to West Monroe Street.

Tent Permit Fee.

Friends Of The Chicago River 2nd Annual Big Fish Ball.

Ordered, That the Directors of the Department of Buildings and the Department of Construction and Permits waive all fees in connection with a Tent License for Friends of the Chicago River 2nd Annual Big Fish Ball which will take place on Thursday, June 7, 2007, from 6:00 P.M. to 10:00 P.M.

PERMISSION GRANTED TO SPECIFIED APPLICANTS FOR CONDUCT OF SIDEWALK SALES.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders to grant permission to specified applicants for the conduct of sidewalk sales at various locations. The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on May 8, 2007 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

Alcala's Western Wear.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give permission to Alcala's Western Wear to hold a sidewalk sale from 9:00 A.M. to 7:00 P.M. at 1733 West Chicago Avenue on June 15, 16, 17, August 31, September 1, 2 and 3, 2007.

Drummond Montessori Magnet School.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission and waive fees for Drummond Montessori Magnet School at 1845 West Cortland Street, to conduct a sidewalk sale on West Cortland Street, between North Honore Street and North Wolcott Avenue on Friday, May 11, 2007, between the hours of 12:00 Noon and 8:00 P.M.

Unique So Chique.

Ordered, That the Commissioner of the Department of Transportation is hereby authorized and directed to grant permission to Unique So Chique to conduct a sidewalk sale at 4600 North Magnolia Avenue, as follows: May 5, 2007, from 8:30 A.M. to 5:30 P.M.

PERMISSION GRANTED TO SUNDRY APPLICANTS TO CLOSE TO TRAFFIC PORTIONS OF SPECIFIED PUBLIC WAYS FOR CONDUCT OF VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration proposed orders to grant permission to sundry applicants for the conduct of various events on portions of the public way. The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on May 8, 2007 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

Edison Park Fest.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Edison Park Fest to close traffic at 6730 North Oshkosh Avenue to the alley, 6701 -- 6733 North Olmsted Avenue, 6699 North Oliphant Avenue to the alley and North Oxford Avenue, from North Northwest Highway to the alley, on August 17, 2007 through August 19, 2007, from 9:00 A.M. to 10:00 P.M.

Paul Rutherford/Brighton-Kelly Baseball League.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Paul Rutherford/Brighton-Kelly Baseball League,

4751 South Kildare Avenue, to close traffic on South Archer Avenue, beginning at 4192 South Archer Avenue, proceeding east on South Archer Avenue to South California Avenue, then south on South California Avenue to Kelly Park, 4300 South California Avenue, for the Brighton-Kelly Baseball League on Saturday, April 21, 2007, from 9:30 A.M. to 10:30 A.M.

AMENDMENT OF PRIOR ORDINANCE WHICH GRANTED PERMISSION TO CLOSE TRAFFIC PORTIONS OF SPECIFIED PUBLIC WAYS FOR CONDUCT OF 2ND ANNUAL OUR CHILDREN OUR FUTURE ON AUGUST 25 AND 26, 2007.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration a proposed ordinance to grant permission and issue, free of charge, the Street Closure Permits to the participants in the 2nd Annual Our Children Our Future at Douglas Park, 1600 -- 1900 South Sacramento Drive and 1800 -- 1900 South Farrar Drive, on August 20, 2007 through August 27, 2007, from 11:00 A.M. until 8:00 P.M. each day. Traffic will be closed on South Sacramento Avenue, 1600 south to 1900 south and South Farrar Drive, from 1800 south to 1900 south in the 12th Ward (referred April 11, 2007). The Committee begs leave to recommend that your Honorable Body do *Pass* the proposed special event which was transmitted on May 8, 2007 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That an ordinance heretofore passed by the City Council, authorizing and granting permission to hold a special event and to close traffic during specific hours on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"2nd Annual Our Children Our Future	at Douglas Park, 1600 -- 1900 South Sacramento Drive and 1800 -- 1900 South Farrar Drive on August 25 and August 26, from 11:00 A.M. to 8:00 P.M., and to close traffic on South Sacramento Avenue, 1600 south to 1900 south and South Farrar Drive, from 1800 south to 1900 south
	special event."

and inserting in lieu thereof:

"2nd Annual Our Children Our Future	at Douglas Park, 1600 -- 1900 South Sacramento Drive and 1800 -- 1900 South Farrar Drive on August 20 through August 27, 2007, from 11:00 A.M. to 8:00 P.M., and to close traffic on South Sacramento Avenue, 1600 south to 1900 south and South Farrar Drive, from 1800 south to 1900 south
	special event."

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AMENDMENT OF TITLE 9, CHAPTERS 24 AND 40 OF MUNICIPAL CODE OF CHICAGO REGARDING PENALTIES FOR FAILURE TO COMPLY WITH ORDER TO STOP VEHICLE MADE BY POLICE OFFICER, TRAFFIC CONTROL AID, SCHOOL CROSSING GUARD OR FIRE DEPARTMENT OFFICIAL.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred November 1, 2006) amending Title 9 of the Municipal Code regarding, obedience to police officers, traffic control aides and fire department orders (9-24-080, 9-40-030 and 9-40-140), begs leave to recommend that Your Honorable Body do *Pass* the substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurina, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Sections 9-24-080, 9-40-030 and 9-40-140 of the Municipal Code of Chicago are hereby amended by adding the language underscored and deleting the language struck through as follows:

9-24-080 Authorized Emergency Vehicles.

(a) Upon the immediate approach of an authorized emergency vehicle giving audible signal by sirens, exhaust whistle, or bell or displaying an oscillating, rotating, or flashing blue beam or displaying an oscillating, rotating or flashing red beam visible under normal atmospheric conditions from a distance of 500 feet (150 meters), the driver of every other vehicle shall yield the right-of-way and shall immediately drive to a position parallel to, and as close as possible to, the right-hand edge, except on one-way streets where drivers shall drive as close as possible to the nearest edge, of the roadway clear of any intersection and shall stop and remain in such position until the authorized emergency vehicle has passed, unless otherwise directed by a police officer, traffic control aide or fireman in the lawful exercise of his duties. Any person who violates any provision of this subsection (a) shall be subject to a fine of $500.00.

(b) In addition to the fine prescribed in subsection (a), any person who violates this section where such violation results in the injury or death of a police officer, traffic control aide, fire department official or other authorized officer, while such officer is performing his or her official duties, or a person acting as a school crossing guard in a school safety zone, shall be subject to a term of imprisonment of not more than six months.

~~(b)~~ (c) This section shall not operate to relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the highway.

9-40-030 Obedience To Police, Traffic Control Aide And Fire Department Orders.

(a) No person shall willfully fail or refuse to comply with any lawful order or direction of a police officer, traffic control aide, fire department official or other authorized officer.

(b) In connection with a traffic stop as the result of a suspected traffic or compliance violation, such an order or direction from a police officer may include, but need not be limited to, an order or direction to do any of the following:

(1) to pull to the right side of the roadway promptly; and

(2) to remain in his/her vehicle until the police officer directs otherwise; and

(3) to keep his/her hands easily visible to the police officer; and

(4) to provide appropriate identification including, in the case of the driver, the driver s license, permit or ticket and insurance card.

(c) No person shall willfully fail or refuse to comply with an order or direction to stop made by a person acting as a school crossing guard in a school safety zone.

(d) Any person who violates this section where such violation results in the injury or death of a police officer, traffic control aide, fire department official or other authorized officer, while such officer is performing his or her official duties, or a person acting as a school crossing guard in a school safety zone, shall be fined not less than $500 nor more than $ 1,000 for each offense, and shall be subject to a term of imprisonment of not more than six months.

9-40-140 Negligent Driving.

(a) It shall be unlawful for any person to operate any vehicle upon a public way negligently, heedlessly and without due caution in a manner which endangers or is likely to endanger any person or property or to swerve within, between or across lanes of traffic in such a manner. Any person who violates this section shall be fined not less than $500.00 nor more than $1,000.00 for each offense.

(b) In addition to the fine prescribed in subsection (a), any person who violates this section where such violation results in the injury or death of a police officer,

traffic control aide, fire department official or other authorized officer, while such officer is performing his or her official duties, or a person acting as a school crossing guard in a school safety zone, shall be subject to a term of imprisonment of not more than six months.

SECTION 2. This ordinance takes effect ten (10) days after its passage and approval.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 11, December 13, 2006, March 14, April 11 and May 7, 2007) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours indicated:

Ward	Location
18	3734 West 79th Street -- 15 minute loading zone with flashing lights -- 7:00 A.M. to 9:00 A.M. and 5:00 P.M. to 8:00 P.M. -- Monday through Friday;
24	3142 West Cermak Road -- 8:00 A.M. to 5:00 P.M. -- Sunday through Saturday;
27	1350 West Randolph Street (install sign at 152 North Ada Street, between North Ada Street and West Randolph Street) 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
42	58 East Ontario Street (north side) west of North Rush Street.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Repeal the ordinance passed which established loading zone -- 8:00 A.M. to 9:00 P.M. -- all days at 951 North Hermitage Avenue (1st Ward).

SECTION 2. Amend ordinance passed which established a loading zone/tow-away zone -- 8:00 A.M. to 9:00 P.M. -- Monday through Sunday -- four parking spaces at 1727 North Augusta Boulevard, by striking:

"four parking spaces"

and inserting:

"one parking space" (1st Ward).

SECTION 3. Amend the ordinance passed on February 7, 2007 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 98214) which established loading zone -- 5:00 P.M. to 12:00 P.M. -- all days on West Ontario Street (north side) from a point 487 feet west of North Sedgwick Street, to a point 38 feet west thereof, by striking:

"12:00 P.M."

and inserting:

"12:00 A.M." (42nd Ward).

SECTION 4. Repeal ordinance passed November 1, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 90082) which established a 30 minute loading zone -- 8:00 A.M. to 6:00 P.M. -- Sunday through Friday, 3540 -- 3542 West Peterson Avenue (50th Ward).

SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 14, May 7, 2007) proposed ordinances to establish and amend traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Vehicular Traffic Movement.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public way between the limits indicated:

Ward	Location
45	4800 block of West Berwyn Avenue, from North Cicero Avenue to the first alley east thereof -- easterly.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Vehicular Traffic Movement.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Repeal the ordinance that passed for single direction -- easterly on West Lee Place, from North Damen Avenue to North Hoyne Avenue (1st Ward).

SECTION 2. Amend the ordinance passed March 14, 2007 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 99909) which established single direction -- westerly on West 81st Place, from South Springfield Avenue to South Pulaski Road, is amended by striking:

"South Pulaski Road"

and inserting:

"to the first alley west thereof" (18th Ward).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING METER AREAS AT SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 11 and May 7, 2007) proposed ordinances to establish and amend parking meters, begs leave to recommend that Your Honorable Body do *Pass* the proposed amended substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Parking Meter Areas.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 200 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to establish parking meter areas, as follows:

Ward	Location
43	North Clybourn Avenue, between 1275 and 1281 (east side) 25 cents for 30 minutes -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday;
43	West Armitage Avenue, at 333 -- 335 (south side) 25 cents for 20 minutes -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Repeal Of Parking Meter Areas.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Repeal ordinance heretofore passed which caused the installation of parking meters on portions of the following public ways: West Superior Street (north side) between North Kingsbury Street and North Hudson Avenue, Meter Numbers 547083, 547082, 547081, 547080, 547079, 547078, 547077, 547076, 547075, 547074, 547073, 547072, 547071 and 547070 (42nd Ward).

SECTION 2. Repeal ordinance heretoforce passed which caused the installation of parking meters on portions of the following public ways: West Superior Street (south side) between North Kingsbury Street and North Hudson Avenue, Meter

Numbers 547088, 547089, 547090, 547091 547092, 547093, 547094, 547095, 547096, 547097, 547098, 547099, 547100 and 547101 (42nd Ward).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 26, September 13, November 1, 2006, January 11, February 7, March 14, April 11 and May 7, 2007) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Parking Prohibition At All Times.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of the City of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways, as indicated:

Ward	Location
12	West 24th Street (both sides) from South Ashland Avenue (1600 west) to South Marshfield Avenue (1632) at all times;
44	West Addison Street (north side) from North Halsted Street to North Fremont Street -- parking prohibited at all times, except for police vehicles.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Parking Prohibition At All Times.
(Except For Disabled)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code

of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location
1	2839 North Campbell Avenue -- Disabled Parking Permit 52949;
2	2710 West Monroe Street -- Disabled Parking Permit 52983;
3	4549 South Forestville Avenue -- Disabled Parking Permit 27471;
4	4715 South Langley Avenue -- Disabled Parking Permit 53024;
4	4944 South St. Lawrence Avenue -- Disabled Parking Permit 53031;
5	7129 South Drexel Avenue -- Disabled Parking Permit 53047;
5	1441 East 56th Street -- Disabled Parking Permit 48634;
6	7702 South Champlain Avenue -- Disabled Parking Permit 50610;
6	7639 South Eberhart Avenue -- Disabled Parking Permit 50579;
6	8314 South Langley Avenue -- Disabled Parking Permit 53075;
6	735 East 90th Place -- Disabled Parking Permit 52029;
7	9512 South Oglesby Avenue -- Disabled Parking Permit 52189;
7	7337 South South Shore Drive, Apartment 715 -- Disabled Parking Permit 50618;

Ward	Location
7	2242 East 100th Street -- Disabled Parking Permit 50636;
8	7633 South Bennett Avenue -- Disabled Parking Permit 53127;
8	8226 South Crandon Avenue -- Disabled Parking Permit 50630;
8	8419 South Crandon Avenue -- Disabled Parking Permit 53124;
8	7749 South East End Avenue -- Disabled Parking Permit 53139;
8	9337 South Kimbark Avenue -- Disabled Parking Permit 52700;
8	1749 East 72nd Place -- Disabled Parking Permit 45144;
8	860 East 87th Place -- Disabled Parking Permit 53140;
8	9122 South Constance Avenue -- Disabled Parking Permit 54021;
8	7529 South Ridgeland Avenue -- Disabled Parking Permit 53141;
9	10320 South Rhodes Avenue -- Disabled Parking Permit 52094;
9	10007 South St. Lawrence Avenue -- Disabled Parking Permit 52088;
9	12547 South Union Avenue -- Disabled Parking Permit 52103;
9	612 East 104th Street -- Disabled Parking Permit 52095;

Ward	Location
10	10822 South Avenue A -- Disabled Parking Permit 52738;
10	10514 South Avenue E -- Disabled Parking Permit 53841;
10	9719 South Avenue M -- Disabled Parking Permit 53180;
11	826 West 34th Street -- Disabled Parking Permit 53217;
11	2829 South Lowe Avenue -- Disabled Parking Permit 54152;
11	2852 South Lowe Avenue -- Disabled Parking Permit 54150;
13	5920 South Kolin Avenue -- Disabled Parking Permit 53814
13	6052 South Kolin Avenue -- Disabled Parking Permit 50564;
13	6839 South Komensky Avenue -- Disabled Parking Permit 53813;
13	6217 South Mayfield Avenue -- Disabled Parking Permit 51870;
13	5951 South Menard Avenue -- Disabled Parking Permit 53245;
13	7250 South Ridgeway Avenue -- Disabled Parking Permit 53962;
13	4101 West 59th Street (install signs at 5906 South Karlov Avenue) Disabled Parking Permit 51873;
14	3843 South Albany Avenue -- Disabled Parking Permit 53284;

Ward	Location
14	4934 South Artesian Avenue -- Disabled Parking Permit 53287;
14	5150 South Mozart Street -- Disabled Parking Permit 53286;
14	5630 South Trumbull Avenue -- Disabled Parking Permit 53283;
15	6437 South Artesian Avenue -- Disabled Parking Permit 52001;
15	6441 South Mayfield Avenue -- Disabled Parking Permit 53296;
16	5739 South Ada Street -- Disabled Parking Permit 53333;
16	1353 West 61st Street -- Disabled Parking Permit 53332;
17	6803 South Ada Street -- Disabled Parking Permit 52080;
17	7212 South Emerald Avenue -- Disabled Parking Permit 53365;
17	7812 South May Street -- Disabled Parking Permit 52071;
17	6935 South Wolcott Avenue -- Disabled Parking Permit 52076;
18	8446 South Marshfield Avenue -- Disabled Parking Permit 52113;
18	8030 South Trumbull Avenue -- Disabled Parking Permit 52122;
18	7809 South Homan Avenue -- Disabled Parking Permit 54654;

Ward	Location
18	2031 West 79th Place -- Disabled Parking Permit 52119;
18	7234 South Talman Avenue -- Disabled Parking Permit 52120;
18	3610 West 84th Place -- Disabled Parking Permit 52114;
19	3413 West 115th Street -- Disabled Parking Permit 53412;
20	6517 South Green Street -- Disabled Parking Permit 51963;
20	6551 South Kenwood Avenue -- Disabled Parking Permit 47194;
20	4844 South Laflin Street -- Disabled Parking Permit 50891;
21	8255 South Aberdeen Street -- Disabled Parking Permit 51940;
21	8839 South Bishop Street -- Disabled Parking Permit 52052;
21	8232 South Green Street -- Disabled Parking Permit 52039;
21	9164 South Harvard Avenue -- Disabled Parking Permit 49461;
21	8902 South Hermitage Avenue -- Disabled Parking Permit 53444;
21	9405 South Laflin Street -- Disabled Parking Permit 52038;
21	8331 South LaSalle Street -- Disabled Parking Permit 52055;

Ward	Location
21	9307 South Loomis Street -- Disabled Parking Permit 52049;
21	8726 South Marshfield Avenue -- Disabled Parking Permit 49847;
21	8450 South May Street -- Disabled Parking Permit 54124;
21	9322 South Normal Avenue -- Disabled Parking Permit 53468;
21	8214 South Peoria Street -- Disabled Parking Permit 52044;
21	9533 South Princeton Avenue -- Disabled Parking Permit 52053;
21	1134 West 90th Street -- Disabled Parking Permit 52046;
21	1716 West 91st Street -- Disabled Parking Permit 52051;
21	8230 South Loomis Street -- Disabled Parking Permit 40426;
23	6241 West 55th Street -- Disabled Parking Permit 52225;
23	6141 West 55th Street -- Disabled Parking Permit 49097;
23	4933 South Knox Avenue -- Disabled Parking Permit 52321;
23	5140 South Lockwood Avenue -- Disabled Parking Permit 52230;
23	5842 South Massasoit Avenue -- Disabled Parking Permit 53504;

Ward	Location
23	5218 South Melvina Avenue -- Disabled Parking Permit 53276;
23	5148 South Neenah Avenue -- Disabled Parking Permit 49467;
23	6244 South Normandy Avenue -- Disabled Parking Permit 53495;
24	4148 West Congress Parkway -- Disabled Parking Permit 52862;
24	3427 West Flournoy Street -- Disabled Parking Permit 52293;
24	4205 West 21st Place -- Disabled Parking Permit 54301;
25	1919 South Allport Street -- Disabled Parking Permit 52549;
25	1743 West 16th Street -- Disabled Parking Permit 50954;
25	1520 West 19th Street -- Disabled Parking Permit 52011;
25	2326 West 21st Street -- Disabled Parking Permit 50958;
25	2016 West 23rd Street -- Disabled Parking Permit 54049;
25	2320 West 23rd Street -- Disabled Parking Permit 54047;
25	2136 West Cullerton Street -- Disabled Parking Permit 25901;
26	3565 West Belden Avenue -- Disabled Parking Permit 52785;

Ward	Location
27	946 North St. Louis Avenue -- Disabled Parking Permit 53869;
27	621 North Ridgeway Avenue -- Disabled Parking Permit 49570;
27	1301 West Cortez Street -- Disabled Parking Permit 53597;
27	938 North Central Park Avenue -- Disabled Parking Permit 53809;
27	411 West Blackhawk Street -- Disabled Parking Permit 52931;
27	1140 North Avers Avenue -- Disabled Parking Permit 52923;
27	1033 North Harding Avenue -- Disabled Parking Permit 53617;
27	405 West Blackhawk Street -- Disabled Parking Permit 53907;
27	4317 West Cortez Street -- Disabled Parking Permit 50500;
27	1017 North Hamlin Avenue -- Disabled Parking Permit 42723;
27	622 North Drake Avenue -- Disabled Parking Permit 49515;
27	744 North Throop Street -- Disabled Parking Permit 52924;
27	636 North Spaulding Avenue -- Disabled Parking Permit 45063;
27	639 North Sawyer Avenue -- Disabled Parking Permit 53611;

Ward	Location
27	543 North Springfield Avenue -- Disabled Parking Permit 51385;
28	129 North Long Avenue -- Disabled Parking Permit 53643;
28	4415 West Fulton Street -- Disabled Parking Permit 52147;
28	4919 West Fulton Street -- Disabled Parking Permit 50035;
28	166 North Leamington Avenue -- Disabled Parking Permit 52781;
28	210 North Kilbourn Avenue -- Disabled Parking Permit 52372;
28	649 North Spaulding Avenue -- Disabled Parking Permit 53630;
28	1332 South Washtenaw Avenue -- Disabled Parking Permit 53633;
28	4030 West Carroll Avenue -- Disabled Parking Permit 53868;
28	1368 South Fairfield Avenue -- Disabled Parking Permit 53865;
28	3407 West Fulton Boulevard -- Disabled Parking Permit 52760;
28	2928 West Fillmore Street -- Disabled Parking Permit 53871;
29	2147 North Narragansett Avenue -- Disabled Parking Permit 52015;
29	5950 West Fulton Avenue -- Disabled Parking Permit 52829;

Ward	Location
29	1730 North Mayfield Avenue -- Disabled Parking Permit 52859;
29	5530 West Quincy Street -- Disabled Parking Permit 48078;
29	1749 North Mobile Avenue -- Disabled Parking Permit 51977;
29	5902 West Rice Street -- Disabled Parking Permit 53645;
29	1535 North Massasoit Avenue -- Disabled Parking Permit 52828;
29	1505 North Monitor Avenue -- Disabled Parking Permit 52826;
31	4742 West Belden Avenue -- Disabled Parking Permit 53714;
31	4819 West Nelson Street -- Disabled Parking Permit 53885;
31	2320 North Leclaire Avenue -- Disabled Parking Permit 53716;
31	2635 North Long Avenue -- Disabled Parking Permit 53976;
32	2339 West McLean Avenue -- Disabled Parking Permit 53728;
33	4156 North Spaulding Avenue -- Disabled Parking Permit 50771;
34	12410 South Emerald Avenue -- Disabled Parking Permit 52033;
34	11044 South Princeton Avenue -- Disabled Parking Permit 52501;

Ward	Location
34	10032 South May Street -- Disabled Parking Permit 52500;
34	1146 West 110th Place -- Disabled Parking Permit 52363;
34	10528 South Eggleston Avenue -- Disabled Parking Permit 52292;
34	1749 North Mobile Avenue -- Disabled Parking Permit 51977;
34	10628 South Normal Avenue -- Disabled Parking Permit 46156;
34	11538 South May Street -- Disabled Parking Permit 53787;
34	10325 South Peoria Street -- Disabled Parking Permit 51912;
34	10440 South Sangamon Street -- Disabled Parking Permit 53772;
35	2916 North Dawson Avenue -- Disabled Parking Permit 51380;
35	3637 North Kimball Avenue -- Disabled Parking Permit 52786;
36	1626 North Newcastle Avenue -- Disabled Parking Permit 52418;
36	3458 North Oak Park Avenue -- Disabled Parking Permit 51421;
36	3820 North Osceola Avenue -- Disabled Parking Permit 52422;
36	3737 North Nottingham Avenue -- Disabled Parking Permit 50819;

Ward	Location
36	3000 North Odell Avenue -- Disabled Parking Permit 50803;
37	4943 West Ohio Street -- Disabled Parking Permit 52317;
38	5117 West Waveland Avenue -- Disabled Parking Permit 52405;
38	4857 West Eddy Street -- Disabled Parking Permit 51466;
38	5510 West Pensacola Avenue -- Disabled Parking Permit 51473;
38	5740 West Waveland Avenue -- Disabled Parking Permit 52404;
38	5355 West Pensacola Avenue -- Disabled Parking Permit 51467;
38	5544 West Hutchinson Street -- Disabled Parking Permit 52268;
39	4821 North Central Park Avenue -- Disabled Parking Permit 53936;
39	4871 North Kruger Avenue -- Disabled Parking Permit 53933;
39	4814 North Lowell Avenue -- Disabled Parking Permit 52352;
40	5449 North Spaulding Avenue -- Disabled Parking Permit 50238;
42	474 North Lake Shore Drive (signs to be installed in place of meter Number 212008 at 500 North Peshtigo Court) Disabled Parking Permit 51550;
46	647 West Buena Avenue -- Disabled Parking Permit 51648;

Ward	Location
46	1247 West Leland Avenue -- Disabled Parking Permit 51646;
46	3639 North Pine Grove Avenue -- Disabled Parking Permit 29214;
47	2640 West Wilson Avenue -- Disabled Parking Permit 51672;
47	3929 North Claremont Avenue -- Disabled Parking Permit 51669;
47	2247 West Giddings Avenue -- Disabled Parking Permit 44671;
47	4449 North Campbell Avenue -- Disabled Parking Permit 51687;
48	1537 West Hood Avenue -- Disabled Parking Permit 51712.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Removal Or Relocation Of Disabled Permit Parking.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Removal of Disabled Parking Permit 27473 for 5337 South Wabash Avenue (3rd Ward).

SECTION 2. Removal of Disabled Parking Permit 31334 for 6700 South Crandon Avenue (5th Ward).

SECTION 3. Removal of Disabled Parking Permit 12946 for 6629 South Ellis Avenue (5th Ward).

SECTION 4. Removal of Disabled Parking Permit 5970 for 6621 South Greenwood Avenue (5th Ward).

SECTION 5. Removal of Disabled Parking Permit 11624 for 6811 South Paxton Avenue (5th Ward).

SECTION 6. Removal of Disabled Parking Permit 16339 for 1450 East 71st Place (5th Ward).

SECTION 7. Removal of Disabled Parking Permit 45149 for 6917 South Crandon Avenue (5th Ward).

SECTION 8. Removal of Disabled Parking Permit 33908 for 8022 South Evans Avenue (6th Ward).

SECTION 9. Removal of Disabled Parking Permit 4330 for 1716 East 93rd Street (8th Ward).

SECTION 10. Removal of Disabled Parking Permit 11888 for 10439 South Avenue N (10th Ward).

SECTION 11. Removal of Disabled Parking Permit 14103 for 2829 South Lowe Avenue (11th Ward).

SECTION 12. Removal of Disabled Parking Permit 35713 for 3140 South Normal Avenue (11th Ward).

SECTION 13. Removal of Disabled Parking Permit 8837 for 2859 South Throop Street (11th Ward).

SECTION 14. Removal of Disabled Parking Permit 41861 for 3126 South Union Avenue (11th Ward).

SECTION 15. Removal of Disabled Parking Permit 18740 for 2431 West 46th Place (12th Ward).

SECTION 16. Removal of Disabled Parking Permit 17817 for 5958 South Kildare Avenue (13th Ward).

SECTION 17. Removal of Disabled Parking Permit 46963 for 5914 South Kolin Avenue (13th Ward).

SECTION 18. Removal of Disabled Parking Permit 18610 for 6011 South Kolin Avenue (13th Ward).

SECTION 19. Removal of Disabled Parking Permit 34823 for 3042 West 41st Street (14th Ward).

SECTION 20. Removal of Disabled Parking Permit 20580 for 3032 West 41st Street (14th Ward).

SECTION 21. Removal of Disabled Parking Permit 18981 for 2927 West 38th Street (14th Ward).

SECTION 22. Removal of Disabled Parking Permit 14392 for 5541 South Christiana Avenue (14th Ward).

SECTION 23. Removal of Disabled Parking Permit 11653 for 5210 South Maplewood Avenue (14th Ward).

SECTION 24. Removal of Disabled Parking Permit 5504 for 4548 South Springfield Avenue (14th Ward).

SECTION 25. Removal of Disabled Parking Permit 13343 for 1212 West 71st Place (17th Ward).

SECTION 26. Removal of Disabled Parking Permit 50060 for 7647 South Paulina Street (17th Ward).

SECTION 27. Removal of Disabled Parking Permit 7515 for 7515 South Aberdeen Street (17th Ward).

SECTION 28. Removal of Disabled Parking Permit 5397 for 3824 West 77th Place (18th Ward).

SECTION 29. Removal of Disabled Parking Permit 30695 for 7350 South Claremont Avenue (18th Ward).

SECTION 30. Removal of Disabled Parking Permit 15192 for 8230 South Loomis Boulevard (21st Ward).

SECTION 31. Removal of Disabled Parking Permit 3350 for 8030 South Laflin Street (21st Ward).

SECTION 32. Removal of Disabled Parking Permit 9483 for 8020 South Laflin Street (21st Ward).

SECTION 33. Removal of Disabled Parking Permit 27206 for 3258 South 23rd Street (22nd Ward).

SECTION 34. Removal of Disabled Parking Permit 35313 for 2653 South Kedvale Avenue (22nd Ward).

SECTION 35. Removal of Disabled Parking Permit 17185 for 5101 South Mulligan Avenue (23rd Ward).

SECTION 36. Removal of Disabled Parking Permit 19055 for 5253 South Kilbourn Avenue (23rd Ward).

SECTION 37. Removal of Disabled Parking Permit 48550 for 723 South Carpenter Street (25th Ward).

SECTION 38. Relocate Disabled Parking Permit 46032 from 2917 North Whipple Street to 1730 North Troy Street (26th Ward).

SECTION 39. Removal of Disabled Parking Permit 4968 for 5819 West Ohio Street (29th Ward).

SECTION 40. Removal of Disabled Parking Permit 19794 for 4904 West Barry Avenue (31st Ward).

SECTION 41. Removal of Disabled Parking Permit 46032 for 2917 North Whipple Street (35th Ward).

SECTION 42. Removal of Disabled Parking Permit 49043 for 3500 North Neenah Avenue (36th Ward).

SECTION 43. Removal of Disabled Parking Permit 30343 for 5017 West St. Paul Avenue (37th Ward).

SECTION 44. Removal of Disabled Parking Permit 18489 for 4149 North Monitor Avenue (38th Ward).

SECTION 45. Removal of Disabled Parking Permit 38048 for 4147 West Byron Street (38th Ward).

SECTION 46. Removal of Disabled Parking Permit 18852 for 4105 North Keeler Avenue (39th Ward).

SECTION 47. Removal of Disabled Parking Permit 25543 for 864 West Buckingham Place (44th Ward).

SECTION 48. Removal of Disabled Parking Permit 14041 for 1523 West Roscoe Street (44th Ward).

SECTION 49. Removal of Disabled Parking Permit 6140 for 3459 North Racine Avenue (44th Ward).

SECTION 50. Removal of Disabled Parking Permit 18810 for 4250 North Marine Drive (46th Ward).

SECTION 51. Removal of Disabled Parking Permit 18901 for 917 West Cullom Avenue (46th Ward).

SECTION 52. Removal of Disabled Parking Permit 29237 for 4250 North Marine Drive (46th Ward).

SECTION 53. Removal of Disabled Parking Permit 25571 for 6230 North Kenmore Avenue (48th Ward).

SECTION 54. Removal of Disabled Parking Permit 20165 for 7362 North Hoyne Avenue (49th Ward).

SECTION 55. Removal of Disabled Parking Permit 43519 for 6310 North Rockwell Street (50th Ward).

SECTION 56. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Residential Permit Parking Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones for the following locations:

Ward	Location
12	2839 to 2847 South Boulevard Way (east side) at all times (Zone 1341);

Ward	Location
14	5500 block of South Troy Street (east side) and north side of West 56th Street, to the first alley east thereof) (Zone 1343);
14	4500 block of South Trumbull Avenue (both sides) at all times (Zone 1342);
14	5500 block of South Sacramento Avenue (both sides) at all times -- extension to (Zone 952);
14	4600 block of South Christiana Avenue, between West 46th Street and West 47th Street (Zone 1324);
20	6400 block of South Vernon Avenue (Zone 1344);
20	900 block of East 61st Street (both sides) between South Ingleside Avenue and South Ellis Avenue (Zone 1287);
26	2700 block of West Evergreen Street (both sides) 5:00 P.M. to 6:00 A.M. -- Sunday through Saturday (Zone 1345);
31	4800 block of West Parker Avenue (both sides) at all times (Zone 1346);
31	5500 block of West Wellington Avenue (south side) from the first alley east of North Central Avenue, to North Luna Avenue -- at all times (Zone 1347);
36	1600 block of North Nagle Avenue (both sides) at all times (Zone 1348);
38	3600 block of North Tripp Avenue (both sides) 10:00 A.M. to 4:00 P.M. -- Monday through Friday (school days only) (Zone 1349);

Ward	Location
41	5500 block of North Nashville Avenue -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday (Zone 1350);
43	1300 and 1400 blocks of North Cleveland Avenue (west side) 6:00 P.M. to 9:30 A.M. -- all days (Zone 348);
50	6300 block of North Monticello Avenue (both sides) 8:00 A.M. to 10:00 P.M. -- all days (Zone 1351);
50	6000 to 6050 (only) North Richmond Street, between West Peterson Avenue to North Glenlake Avenue (both sides) 8:00 A.M. to 10:00 P.M. -- all days (Zone 1333).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Repeal the ordinance passed February 2, 2007 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 98233) which established Zone 1316 from West 92nd Street, between South Marshfield Avenue and South Beverly Avenue (21st Ward).

SECTION 2. Amend the ordinance which established Zone 143 which reads: "700 West Willow Street",

by striking:

"700 West Willow Street"

and inserting:

"728 -- 755 West Willow Street" (43rd Ward).

SECTION 3. Amend the ordinance passed heretofore which established Zone 143 on the 2600 block of North Dayton Street (both sides) 6:00 P.M. to 2:00 A.M., by striking:

"2:00 A.M."

and inserting:

"9:30 A.M." (43rd Ward).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 1, 15, 2006, January 11 and March 14, 2007) proposed ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Establishment Of Traffic Lane Tow-Away Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
1	West Lee Place (north side) between North Damen Avenue and North Hoyne Avenue -- at all times;

Ward	Location
1	1755 West North Avenue (one parking space) 30 minute standing zone -- tow-away zone except with flashing lights -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday;
1	3139 North Clybourn Avenue (two parking spaces) 30 minute standing zone -- tow-away zone except with flashing lights -- 6:00 A.M. to 8:00 P.M. -- Monday through Saturday;
12	West 43rd Street (south side) from South Mozart Street, to the first alley west thereof -- 1 hour standing zone -- at all times;
32	1446 West Barry Avenue -- tow-away zone/loading zone -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday;
43	West Fullerton Avenue (north side) from a point 39 feet west of North Orchard Street, to a point 43 feet west thereof -- 15 minute standing zone -- use flashing lights -- 8:00 A.M. to 4:00 P.M. and 6:00 P.M. to 7:00 P.M. -- Monday through Friday and 8:00 A.M. to 7:00 P.M. -- Saturday and Sunday -- tow-away zone (07-00167346).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Traffic Lane Tow-Away Zone.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Amend ordinance passed January 11, 2005 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 41151) which reads:

"North Milwaukee Avenue (east side) from a point 237 feet west of North Damen Avenue, to a point 20 feet west thereof -- 15 minute standing zone -- must use flashing lights -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday and 9:00 A.M. to 12:00 A.M. -- Saturday"

by striking:

"from a point 237 feet west of North Damen Avenue, to a point 20 feet west thereof"

and inserting:

"from a point 257 feet north of North Damen Avenue, to a point 20 feet north thereof" (32nd Ward).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION AND AMENDMENT OF TRAFFIC WARNING SIGNS AND SIGNALS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 11, February 7, March 14, April 11 and May 7, 2007) proposed ordinances and orders to erect and amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances and order submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances and order as passed (the italic heading in each case not being a part of the ordinance or order):

Erection Of Traffic Warning Signs And Signals.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets of the types specified:

Ward	Location
1	"All-Way Stop" sign, at North Rockwell Street and West Cortez Street (07-00153760);

Ward	Location
1	"One-Way Stop" sign, stopping southbound traffic on North Campbell Avenue at the intersection with West Schubert Street;
12	"Stop" sign, westbound traffic on West 23rd Street at intersection of South Sacramento Avenue;
13	"All-Way Stop" sign, at South Mason Avenue and West 62nd Street (07-00483510);
16	"All-Way Stop" sign, at East 50th Street and South Damen Avenue (07-00483654);
18	"Stop" sign, stopping West 82nd Street for South Mozart Street (07-00352582);
23	"All-Way Stop" sign, at West 51st Street and South Nagle Avenue;
25	"Stop" sign, eastbound traffic on West 15th Street at South Morgan Avenue;
26	"Stop" sign, southeast corner of North Kedzie Avenue and West Wabansia Avenue, stopping vehicles traveling north on North Kedzie Avenue, northwest corner of North Kedzie Avenue and West Wabansia Avenue, stopping vehicles traveling south on North Kedzie Avenue;
26	"Stop" sign, northeast and southwest corners of West Armitage Avenue and North Ridgeway Street (signs facing vehicles traveling east and west);
28	"All-Way Stop" sign, at North Keystone Avenue and West West End Avenue (07-00435848);

Ward	Location
41	"No Left Turn" sign, northbound North Harlem Avenue turning left into the parking lot just south of North Northwest Highway and immediately north of the train tracks;
50	"Left Turn Arrow" signal, east/west direction at the intersection of North Devon Avenue at North Lincoln Avenue.

Repeal Of Traffic Warning Sign.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Repeal the ordinance passed February 7, 2007 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 98241) which reads;

"'All-Way Stop' sign for West Race Avenue and North Oakley Avenue" (26th Ward).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Installation Of "Miscellaneous" Signs.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Commissioner of Transportation is hereby authorized and directed to install "miscellaneous" signs at the below listed locations:

Ward	Location
1	Directing northbound traffic on North California Avenue, at West Wellington Avenue -- "Do Not Block Intersection" signs;
3	South Wentworth Avenue (east side) from a point 20 feet north of West 53rd Street, to a point 78 feet north thereof -- "Police Personnel Parking Only" (07-00482061).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Natarus moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: *"Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?"* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Flores, Haithcock, Tillman, Preckwinkle, Hairston, Lyle, Beavers, Beale, Pope, Balcer, Cárdenas, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Lane, Rugai, Troutman, Brookins, Muñoz, Zalewski, Solis, Ocasio, Burnett, E. Smith, Reboyras, Suarez, Matlak, Mell, Austin, Colón, Banks, Allen, Laurino, O'Connor, Doherty, Natarus, Daley, Tunney, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, May 9, 2007.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and orders submitted herewith, which were referred (November 1 and 15, 2006 and January 11, February 7, March 14 and April 11, 2007) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times -- Disabled:

Ward	Location
2	At 1255 South Michigan Avenue (signs to be installed on East 13th Street -- 25 feet) Disabled Parking Permit 52972. Main or arterial street. Parking prohibited signs posted;
3	At 5219 South Green Street -- Disabled parking permit. Disabled parking spaces installed exceeds amount allowed;
8	At 7955 South Dante Avenue -- Disabled Parking Permit 54018. Fails to meet building zone requirement;
11	At 920 West 35th Street -- Disabled Parking Permit 49968. Main or arterial street;
12	At 3337 West 37th Place -- Disabled Parking Permit 11509. Previously installed, name change completed;
18	At 7339 South Oakley Avenue -- Disabled Parking Permit 52112. Disabled parking spaces installed exceeds amount allowed;

Ward	Location
22	At 2244 South Central Park Avenue. Disabled Parking Permit 53482. Main or arterial street;
26	At 2109 West Race Avenue -- Disabled Parking Permit 52749. Signs are currently installed at this location.

Loading Zones:

Ward	Location
43	738 West Fullerton Avenue -- loading zone -- 15 minute flashers -- 11:00 A.M. to 7:00 P.M. -- all days. Request withdrawn (06-02231161).

Traffic Warning Signs And/Or Signals:

Ward	Location
2	"Stop" signs, for north- and southbound traffic on South Ashland Avenue, at the intersection of West 14th Street. South Ashland Avenue is a federal aid route. Placing "Stop" signs on federal aid route could jeopardize federal funding for future street improvements (07-00482010);
10	"All-Way Stop" signs, at 85th Street and South Houston Avenue. Request withdrawn (07-00351347);
24	"Stop" signs, stopping north- and southbound traffic on South Kostner Avenue at West Lexington Street. South Kostner Avenue is a federal aid route. Placing "Stop" signs on federal aid route could jeopardize federal funding for future street improvements (07-00483957).

Amend Parking Prohibited At All Times -- Disabled:

Ward	Location
38	Removal of Disabled Parking Permit 17168 signs located at 4243 North Marmora Avenue. Request withdrawn;
38	Removal of Disabled Parking Permit 17862 signs located at 5519 West Grace Street. Request withdrawn.

Amend Parking Prohibited During Specified Hours:

Ward	Location
46	Amend "Parking Prohibited -- 8:00 A.M. to 4:30 P.M. -- School Days" signs at 4525 North Kenmore Avenue (Stewart Elementary School) by striking: "8:00 A.M." and inserting: "7:00 A.M.". No City Council action necessary for school parking prohibitions. Signs will be installed (06-02239120).

These *Do Not Pass* recommendations were concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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