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COPY

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

Regular Meeting -- Wednesday, October 16, 2013

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME I

RAHM EMANUEL
Mayor

SUSANA A. MENDOZA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, October 16, 2013

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Attendance At Meeting.

Present -- The Honorable Rahm Emanuel, Mayor, and Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein.

Absent -- Alderman Pope.

Call To Order.

On Wednesday, October 16, 2013 at 10:00 A.M., the Honorable Rahm Emanuel, Mayor, called the City Council to order. The Honorable Susana A. Mendoza, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Moreno, Fioretti, Dowell, Burns, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Quorum present.

Pledge Of Allegiance.

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

Invocation.

Reverend Dr. William E. Crowder, Jr. of Park Manor Christian Church opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- TRIBUTE TO LATE SUPERINTENDENT LE ROY MARTIN.
[R2013-882]

The Honorable Rahm Emanuel, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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 former Chicago Police Superintendent, LeRoy Martin.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
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 were deeply saddened to learn of the death on August 31, 2013, at age 84, of LeRoy Martin, a former Superintendent of the Chicago Police Department; and

WHEREAS, An alumnus of Crane Technical High School, Superintendent Martin received a bachelor's degree in psychology in 1972 and a master's degree in public administration in 1976 from Roosevelt University; and

WHEREAS, Superintendent Martin was imbued with a sterling work ethic. In his youth, he earned a living shining shoes on the City's West Side, then became a bus driver before joining the Chicago Police Department in 1956, where he started as a patrolman on a beat in the Burnside district on the City's South Side; and

WHEREAS, A 36-year veteran of the Chicago Police Department, Superintendent Martin, through diligence and dedication, rose through the ranks within the Department and was promoted to several distinguished positions, including sergeant in 1965, lieutenant in 1975 and superintendent in 1987; and

WHEREAS, LeRoy Martin was appointed superintendent of the Chicago Police Department by the late Mayor Harold Washington, the position he held until his retirement in 1992. A tough, fair and visionary leader, Superintendent Martin was credited for vigorously fighting gang violence and drug crimes, promoting professionalism and initiating collaborations with state and federal law enforcement agencies; and

WHEREAS, After his retirement from the Chicago Police Department, Superintendent Martin served as the director of public safety at the Chicago Housing Authority and the chief of investigations at the Cook County Medical Examiner's Office; and

WHEREAS, An extraordinary man, whose commitment to public service never waned, Superintendent Martin will always be remembered for his many contributions to the City of Chicago, and for his inspiration, courage, and hope; and

WHEREAS, Superintendent Martin is survived by his loving wife, Constance; his daughter, Dawn; his sons, LeRoy, Jr. and Ron; his three grandchildren, and a host of other dear relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 16th day of October 2013, do hereby honor the life and memory of Superintendent LeRoy Martin, and extend our heartfelt condolences to his family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Superintendent LeRoy Martin, as a sign of our sympathy and good wishes.

On motion of Alderman Burke, seconded by Aldermen Fioretti, Burns, Sawyer, Harris, Balcer, Cárdenas, Cochran, Ervin, Suarez, Austin and P. O' Connor, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, the Honorable Rahm Emanuel, Mayor, rose to offer the condolences and support of the people of Chicago to the family of Police Superintendent LeRoy Martin. Reflecting on the life of Superintendent LeRoy Martin, Mayor Emanuel spoke of his abiding commitment to family and his selfless dedication to the people of Chicago. A man of vision and resolve who proudly wore the uniform of the Chicago Police Department, Superintendent Martin was an extraordinary and rare individual, the Mayor continued, who, through diligence and dedication, ascended through the ranks from patrolman to eventually take command of the Chicago Police Department. Throughout his life Superintendent Martin maintained an elemental conviction to public service, Mayor Emanuel noted, and his enduring courage, dedication to duty, and selfless sacrifice leaves a proud legacy to be cherished by family, friends and the people of Chicago. Mayor Emanuel then left the rostrum and strode to the commissioners' gallery where he presented parchment copies of the memorial resolution to the family of Superintendent LeRoy Martin.

Referred -- REAPPOINTMENT OF ANGELA C. HURLOCK AND MAXINE V. MITCHELL AS MEMBERS OF CHICAGO DEVELOPMENT FUND ADVISORY BOARD.

[A2013-120]

The Honorable Rahm Emanuel, 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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- I have reappointed Angela C. Hurlock and Maxine V. Mitchell as members of the Chicago Development Fund Advisory Board for terms effective immediately and expiring December 31, 2015.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF SAMUEL S. MARTS AND JOHN H. PAIGE AS MEMBERS OF WICKER PARK AND BUCKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 33).

[A2013-116]

The Honorable Rahm Emanuel, 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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- I have reappointed Samuel S. Marts and John H. Paige as members of Special Service Area Number 33, the Wicker Park and Bucktown Commission, for terms effective immediately and expiring September 13, 2015.

Your favorable consideration of these appointments will be appreciated..

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF CLARISOL DUQUE AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508.

[A2013-123]

The Honorable Rahm Emanuel, 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 Education and Child Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- I have appointed Clarisol Duque as a member of the Board of Trustees of Community College District Number 508 for a term effective immediately and expiring June 30, 2015, to complete the unexpired term of Susan M. Santiago, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF D. DARRELL GRIFFIN AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508.

[A2013-122]

The Honorable Rahm Emanuel, 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 Education and Child Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- I have appointed D. Darrell Griffin as a member of the Board of Trustees of Community College District Number 508 for a term effective immediately and expiring June 30, 2016, to succeed Charles Jenkins, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF EVERETT G. RAND AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508.

[A2013-121]

The Honorable Rahm Emanuel, 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 Education and Child Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- I have reappointed Everett G. Rand as a member of the Board of Trustees of Community College District Number 508 for a term effective immediately and expiring June 30, 2016.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF JIMMY AKINTONDE AND RICHARD E. ZULKEY AS MEMBERS OF BUILDING BOARD OF APPEALS.

[A2013-117]

The Honorable Rahm Emanuel, 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 Zoning, Landmarks and Building Standards:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- I have reappointed Jimmy Akintonde and Richard E. Zulkey as members of the Building Board of Appeals for terms effective immediately and expiring April 21, 2015.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF CATHERINE K. BUDZINSKI AS MEMBER OF ZONING BOARD OF APPEALS.

[A2013-119]

The Honorable Rahm Emanuel, 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 Zoning, Landmarks and Building Standards:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- I have appointed Catherine K. Budzinski as a member of the Zoning Board of Appeals for a term effective immediately and expiring July 1, 2016, to complete the unexpired term of Geraldine McCabe-Miele, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- APPOINTMENT OF JOSE A. DUARTE AS MEMBER OF BUILDING BOARD OF APPEALS.

[A2013-118]

The Honorable Rahm Emanuel, 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 Zoning, Landmarks and Building Standards:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- I have appointed Jose A. Duarte as a member of the Building Board of Appeals for a term effective immediately and expiring April 21, 2015, to succeed Elizabeth A. Gallagher, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF AGUSTIN GOMEZ-LEAL AS MEMBER OF BUILDING BOARD OF APPEALS.

[A2013-115]

The Honorable Rahm Emanuel, 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 Zoning, Landmarks and Building Standards:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- I have reappointed Agustin Gomez-Leal as a member of the Building Board of Appeals for a term effective immediately and expiring October 31, 2014.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- REAPPOINTMENT OF LINDA L. MASTANDREA AS MEMBER OF BUILDING BOARD OF APPEALS.

[A2013-114]

The Honorable Rahm Emanuel, 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 Zoning, Landmarks and Building Standards:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- I have reappointed Linda L. Mastandrea as a member of the Building Board of Appeals for a term effective immediately and expiring October 31, 2015.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF SECTION 4-156-430 OF MUNICIPAL CODE TO FURTHER REGULATE ATHLETIC CONTESTS AT NIGHT AND WEEKDAY AFTERNOONS.

[O2013-7858]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on License and Consumer Protection:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith an ordinance amending provisions of Section 4-156-430 of the Municipal Code and associated provisions.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF CHAPTER 4-288 OF MUNICIPAL CODE TO FURTHER REGULATE CRANE OPERATORS.

[O2013-8227]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Zoning, Landmarks and Building Standards:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Buildings, I transmit herewith, together with Aldermen Thompson and O'Shea, an ordinance amending Chapter 4-288 of the Municipal Code regarding crane operators.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF SECTIONS 11-4-1935 AND 11-4-2150 OF MUNICIPAL CODE REGARDING CONSTRUCTION SITE REPROCESSING OF WASTE.

[O2013-7625]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Health and Environmental Protection:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Health, I transmit herewith an ordinance amending Chapter 11-4 of the Municipal Code regarding waste processing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF WRIGLEY FIELD SURROUNDING AREA AS ENTERTAINMENT AND SPECTATOR SPORTS PLANNED DEVELOPMENT NO. 958, AS AMENDED.

[O2013-8220]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Zoning, Landmarks and Building Standards:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance amending certain Planned Development provisions.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- ABATEMENT OF YEAR 2013 TAX LEVIES.
[O2013-7588, O2013-7590]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Acting Comptroller, I transmit herewith ordinances authorizing an abatement of 2013 tax levies.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT WITH NATIONAL HELLENIC MUSEUM RELATED TO CONSTRUCTION OF MUSEUM, CULTURAL CENTER AND ASSOCIATED FACILITIES AT 333 S. HALSTED ST.
[O2013-7870]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an amendment to a previously executed redevelopment agreement with the Hellenic Museum.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT NO. 1 TO ENGLEWOOD NEIGHBORHOOD TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT AND REVISED NEIGHBORHOOD INVESTMENT FUND AGREEMENT WITH NORFOLK SOUTHERN RAILWAY CO.

[O2013-8074]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance amending the land use map for the Englewood Neighborhood TIF Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT NO. 1 TO 47TH/ASHLAND TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

[O2013-8110]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance amending the land use map for the 47th/Ashland TIF Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT NO. 2 TO ENGLEWOOD MALL TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

[O2013-8013]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance amending the Englewood Mall TIF Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AMENDMENT NO. 2 TO 105TH/VINCENNES TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

[O2013-8042]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance amending the 105th/Vincennes TIF Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR TAX INCREMENT FINANCING ASSISTANCE FOR REHABILITATION OF DIXON PARK AT 8931 S. DAUPHIN AVE.

[O2013-7775]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement for TIF assistance with the Chicago Park District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENT WITH PUBLIC BUILDING COMMISSION OF CHICAGO FOR TAX INCREMENT FINANCING ASSISTANCE FOR CONSTRUCTION OF PARKING FACILITY FOR LINDBLOM MATH AND SCIENCE ACADEMY.

[O2013-7627]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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 the execution of an intergovernmental agreement for TIF assistance for Lindblom Math and Science Academy.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- SALE OF CITY-OWNED PROPERTY AT VARIOUS LOCATIONS TO AND REDEVELOPMENT AGREEMENT WITH LEGENDS C-3 LLC FOR CONSTRUCTION OF MULTI-FAMILY HOUSING.

[O2013-7839]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement and associated conveyance for Legends C-3 LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- SECOND LOAN RESTRUCTING FOR MRR, L.P. RELATED TO ACQUISITION AND REHABILITATION OF NEWBERRY PARK APARTMENTS AT 1353, 1355 AND 1357 S. BLUE ISLAND AVE.

[O2013-7984]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of a loan modification for MRR, L.P. regarding the Newberry Park Apartments.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- LEVY OF TAXES, APPROVAL OF BUDGETS AND EXECUTION OF SERVICE PROVIDER AGREEMENTS FOR VARIOUS SPECIAL SERVICE AREAS.
[O2013-7879, O2013-7892, O2013-7916, O2013-7930, O2013-7937, O2013-7952, O2013-7958, O2013-7967, O2013-7976, O2013-7982, O2013-8285, O2013-8289, O2013-8290, O2013-8294, O2013-8303, O2013-8312, O2013-8319, O2013-8337]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith ordinances authorizing a budget and service provider agreement for various Special Service Areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- FACILITIES LEASE AND USE AGREEMENT WITH SIGNATURE FLIGHT SUPPORT CORPORATION AT CHICAGO MIDWAY INTERNATIONAL AIRPORT.
[O2013-7622]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Aviation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a lease and use agreement with Signature Flight Support Corporation at Midway International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- AGREEMENT FOR TERMINATION OF CARGO SITE LEASE WITH DELTA AIR LINES, INC. AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

[O2013-7621]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Aviation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing an agreement with Delta Airlines regarding a cargo site lease at O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENT WITH METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR DESIGN AND CONSTRUCTION OF ALBANY PARK STORMWATER DIVERSION TUNNEL.

[O2013-7581]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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 Metropolitan Water Reclamation District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- SALE OF CITY-OWNED PROPERTIES.
[O2013-7593, O2013-7594, O2013-7599,
O2013-7609, O2013-7614,
O2013-7616, O2013-7617]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- ACQUISITION OF PROPERTY AT 6100 -- 6158 S. WINCHESTER AVE. FOR DEVELOPMENT OF PARKING LOT AND ANCILLARY IMPROVEMENTS FOR LINDBLOM MATH AND SCIENCE ACADEMY.

[O2013-7626]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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 for Lindblom Math and Science Academy.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR ACQUISITION OF PROPERTY AT 5056 N. MONTICELLO AVE. AND TRANSFER TO CHICAGO PARK DISTRICT FOR FUTURE DEVELOPMENT OF EUGENE FIELD PARK.

[O2013-7764]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an acquisition of property at 5056 North Monticello and associated expenditure of Open Space Impact Fee Funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- RELEASE OF ORIGINAL EASEMENT AND GRANT OF NEW EASEMENT AGREEMENTS WITH CHICAGO UNION STATION COMPANY AND RIVERPOINT LLC TO CORRECT LOCATION OF EXISTING SEWER CULVERT AND ALLOW FOR CONSTRUCTION AND INSTALLATION OF ADDITIONAL DOUBLE BARREL OUTFALL SEWER LINE.

[O2013-7624]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water Management, I transmit herewith an ordinance authorizing a release of an easement and entry into two easement agreements with Amtrak and Riverpoint LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- VACATION OF PORTIONS OF W. WAVELAND AVE. AND N. SHEFFIELD AVE. IN VICINITY OF WRIGLEY FIELD.

[O2013-8247]

The Honorable Rahm Emanuel, 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

October 16, 2013.

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 vacating certain City-owned property in the vicinity of Wrigley Field.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

Referred -- EXEMPTION FROM CERTAIN MUNICIPAL CODE PROVISIONS PROHIBITING INSTALLATION AND MAINTENANCE OF SIGNS IN CONNECTION WITH EXPANSION, RESTORATION AND REHABILITATION OF WRIGLEY FIELD AND ADJACENT AREA.

[O2013-8261]

The Honorable Rahm Emanuel, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Zoning, Landmarks and Building Standards:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 16, 2013.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Buildings, I transmit herewith an ordinance regarding signage associated with Wrigley Field.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RAHM EMANUEL,
Mayor.

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

The Honorable Susana A. Mendoza, City Clerk, informed the City Council that documents have been filed in her office relating to the respective subjects designated as follows:

Placed On File -- EXECUTIVE ORDER 2013-1 CONCERNING ADJUSTMENT TO TIME FRAME FOR SUBMITTAL OF YEAR 2014 EXECUTIVE BUDGET TO CITY COUNCIL.

[F2013-71]

A communication from the Honorable Rahm Emanuel, Mayor, under the date of October 4, 2013, transmitting Executive Order 2013-1 requiring the submittal of Year 2014 Executive Budget to the City Council of the City of Chicago no later than October 23, 2013, which was *Placed on File.*

Placed On File -- OFFICE OF INSPECTOR GENERAL'S INTERIM REVISED RULES AND REGULATIONS FOR CONDUCT OF INVESTIGATIONS.

[F2013-70]

A communication from Joseph M. Ferguson, Inspector General of the City of Chicago, under the date of October 3, 2013, transmitting the Office of Inspector General's Interim Revised Rules and Regulations for the conduct of investigations, which was *Placed on File.*

Placed On File -- INSPECTOR GENERAL'S QUARTERLY REPORT FOR PERIOD ENDED SEPTEMBER 30, 2013.

[F2013-73]

A communication from Joseph M. Ferguson, Inspector General of the City of Chicago, under the date of October 15, 2013, transmitting pursuant to Section 2-56-120 of the Municipal Code of Chicago, a quarterly report of investigations conducted for the period of July 1, 2013 through September 30, 2013, which was *Placed on File.*

Placed On File -- OATH OF OFFICE OF ERIN KEANE AS TRUSTEE OF LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO.

[F2013-64]

The oath of office of Erin Keane as trustee of Laborers' and Retirement Board Employees' Annuity and Benefit Fund of the City of Chicago, which was *Placed on File*.

Placed On File -- OATH OF OFFICE OF ERIN KEANE, ACTING COMPTROLLER OF CITY OF CHICAGO, AS EX-OFFICIO TRUSTEE OF FIREMEN'S ANNUITY AND BENEFIT FUND OF CHICAGO.

[F2013-65]

The oath of office of Erin Keane, acting Comptroller of the City of Chicago, as ex-officio trustee of Firemen's Annuity and Benefit Fund of the City of Chicago, which was *Placed on File*.

Placed On File -- OATH OF OFFICE OF ERIN KEANE AS TRUSTEE OF MUNICIPAL EMPLOYEES', OFFICERS' AND OFFICIALS' ANNUITY AND BENEFIT FUND OF CHICAGO.

[F2013-66]

The oath of office of Erin Keane as trustee of the Municipal Employees', Officers' and Officials' Annuity and Benefit Fund of the City of Chicago, which was *Placed on File*.

Placed On File -- PROPOSED 107TH/HALSTED TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

[F2013-67]

A communication from M. Susan Lopez, Chief Assistant Corporation Counsel, under the date of September 27, 2013, transmitting the proposed 107th/Halsted Tax Increment Financing Redevelopment Plan and Project, which was *Placed on File*.

Placed On File -- REVISED 107TH/HALSTED TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

[F2013-72]

A communication from M. Susan Lopez, Chief Assistant Corporation Counsel, under the date of October 8, 2013, transmitting the Revised 107th/Halsted Tax Increment Financing Redevelopment Plan and Project, which was *Placed on File*.

Placed On File -- INDEPENDENT AUDITORS REPORT ON FINANCIAL STATEMENTS OF LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO FOR YEARS ENDED DECEMBER 31, 2012 AND 2011.

[F2013-68]

A communication from Calibre CPA Group PLLC, under the date of October 2, 2013, transmitting a report on the financial statements of the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago for the years ended December 31, 2012 and 2011, which was *Placed on File*.

Placed On File -- ACTUARIAL VALUATION REPORT OF LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO FOR YEAR ENDED DECEMBER 31, 2012.

[F2013-69]

A communication from Gabriel Roeder Smith & Company, under the date of October 2, 2013, transmitting the actuarial valuation report of the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago for the year ended December 31, 2012, which was *Placed on File*.

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 September 11, 2013 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 October 15, 2013 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 September 11, 2013, 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.

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 triplicate) together with the proposed ordinances for amendment of Title 17 of the Municipal Code of Chicago (the Chicago Zoning Ordinance), as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

Affito Domus LLC (Application Number 17860) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 1-H bounded by:

West Erie Street; a line 94.28 feet east of and parallel to North Damen Avenue; the public alley next north of and parallel to West Erie Street; and a line 118.28 feet east of and parallel to North Damen Avenue (common address: 1950 West Erie Street).

[O2013-7558]

Affito Domus LLC (Application Number 17862) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 1-H bounded by:

West Erie Street; a line 95.20 feet east of and parallel to North Damen Avenue; the public alley next north of and parallel to West Erie Street; and a line 120.20 feet east of and parallel to North Damen Avenue (common address: 1948 West Erie Street).

[O2013-7560]

Affito Domus LLC (Application Number 17861) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 1-H bounded by:

West Erie Street; a line 96.16 feet east of and parallel to North Damen Avenue; the public alley next south of and parallel to West Erie Street; and a line 118.28 feet east of and parallel to North Damen Avenue (common address: 1951 West Erie Street).

[O2013-7559]

Affito Domus LLC (Application Number 17864) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 1-H bounded by:

West Erie Street; a line 118.28 feet east of and parallel to North Damen Avenue; the public alley next north of and parallel to West Erie Street; and a line 143.28 feet east of and parallel to North Damen Avenue (common address: 1948 West Erie Street).

[O2013-7562]

Affito Domus LLC (Application Number 17863) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 1-H bounded by:

West Erie Street; a line 143.28 feet east of and parallel to North Damen Avenue; the public alley next north of and parallel to West Erie Street; and a line 168.28 feet east of and parallel to North Damen Avenue (common address: 1946 West Erie Street).

[O2013-7561]

CA Residential State/Huron LLC (Application Number 17848) -- to classify as a DX-12 Downtown Mixed-Use District instead of Residential Business Planned Development Number 1003 District and further, to classify as a Residential Business Planned Development instead of a DX-12 Downtown Mixed-Use District the area shown on Map Number 1-E bounded by:

the alley next north of East Huron Street; a line 85.39 feet east of North State Street; East Huron Street; and North State Street (common address: 2 -- 8 East Huron Street/701 -- 709 North State Street).

[O2013-7546]

Chicago IL (1150 Halsted) LLC (Application Number 17856) -- to classify as a C3-3 Commercial, Manufacturing and Employment District instead of an M3-3 Heavy Industry District the area shown on Map Number 3-G bounded by:

West Division Street; North Halsted Street; a southwesterly line 87.35 feet long beginning at a point 222.76 feet south of the south line of West Division Street (as measured along the west boundary line of North Halsted Street) and ending at a point 55.50 feet west of the west line of North Halsted Street and 290.16 feet south of the south line of West Division Street; a northwesterly line 10.33 feet long beginning at a point 55.50 feet west of the west line of North Halsted Street and 290.16 feet south of the south line of West Division Street and ending at a point 63.50 feet west of the west line of North Halsted Street and 284.40 feet south of the south line of West Division Street; a southwesterly line 19.15 feet long starting at a point 63.50 feet west of the west line of North Halsted Street and 284.40 feet south of the south line of West Division Street and ending at a point 75.70 feet west of the west line of North Halsted Street and 299.30 feet south of the south line of West Division Street; and the northeast boundary line of the Chicago River North Branch Canal to the point of beginning (common address: 1150 -- 1168 North Halsted Street).

[O2013-7554]

Chicago Title Land Trust Number 7183, dated August 3, 1995 (Application Number 17847) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 7-I bounded by:

West Belmont Avenue; a line 145 feet east of and parallel to North Sacramento Avenue; the alley next south of and parallel to West Belmont Avenue; and a line 121 feet east of and parallel to North Sacramento Avenue (common address: 2947 West Belmont Avenue).

[O2013-7543]

Robert Egan (Application Number 17859) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 9-K bounded by:

West Warwick Avenue; a line 266 feet east of and parallel to North Cicero Avenue; the alley next south of and parallel to West Warwick Avenue; and a line 228.5 feet east of and parallel to North Cicero Avenue (common address: 4737 West Warwick Avenue).

[O2013-7557]

EZBM, Inc. (Application Number 17845) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached Housing) District the area shown on Map Number 3-G bounded by:

West Walton Street; a line 204 feet east of North Ashland Avenue; the alley north of and parallel to West Walton Street; and a line 254.06 feet east of North Ashland Avenue (common address: 1534 -- 1536 West Walton Street).

[O2013-7541]

EZMB LLC (Application Number 17844) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached Housing) District the area shown on Map Number 1-H bounded by:

North Marshfield Avenue; a line 122.50 feet south of West Ohio Street; the alley east of and parallel to North Marshfield Avenue; and a line 171.50 south of West Ohio Street (common address: 531 -- 533 North Marshfield Avenue).

[O2013-7540]

Michael Finan (Application Number 17842) -- 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 11-G bounded by:

a line 140 feet south of and parallel to West Leland Avenue; North Magnolia Avenue; a line 190 feet south of and parallel to West Leland Avenue; and the public alley next west of North Magnolia Avenue (common address: 4642 North Magnolia Avenue).

[O2013-7538]

Melissa Fojtik (Application Number 17852) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 9-H bounded by:

a line 150 feet south of and parallel to West Waveland Avenue; North Bell Avenue; a line 180 feet south of and parallel to West Waveland Avenue; and the public alley next west of and parallel to North Bell Avenue (common address: 3642 North Bell Avenue).

[O2013-7550]

John Gavin (Application Number 17843T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-I bounded by:

the alley next north of West Diversey Avenue; a line 100.01 feet east of and parallel to North Campbell Avenue; West Diversey Avenue; and a line 75.00 feet east of and parallel to North Campbell Avenue (common address: 2450 West Diversey Avenue).

[O2013-7539]

Dalia and Abdelghani Haroune (Application Number 17853) -- 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 13-H bounded by:

West Winona Street; a line 141.33 feet west of and parallel to North Leavitt Street; the public alley next south of and parallel to West Winona Street; and a line 171.33 feet west of and parallel to North Leavitt Street (common address: 2215 West Winona Street).

[O2013-7551]

Historic Strand, L.P., in care of Neal & Leroy LLC, 203 North LaSalle Street (Application Number 17858) -- to classify as Residential Business Planned Development ____ instead of a B3-3 Community Shopping District the area shown on Map Number 16-D bounded by:

South Cottage Grove Avenue; a line 141 feet south of the south line of East 63rd Street; the alley next east and parallel to South Cottage Grove Avenue; a line 141 feet south of the south line of East 63rd Street; South Maryland Avenue, 240.97 feet south of the south line of East 63rd Street; the alley next west and parallel to South Maryland Avenue; and a line 265.96 feet south of the south line of East 63rd Street (common address: 6315 -- 6323 South Cottage Grove Avenue (PIN: 20-23-100-004) and 6314 South Maryland Avenue (PIN: 20-23-100-007)).

[O2013-7556]

Pedro Investments LLC, in care of Law Offices of Samuel V.P. Banks (Application Number 17838T1) -- to classify as a C1-3 Neighborhood Commercial District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 4-I bounded by:

beginning at the southerly right-of-way line of the Chicago Burlington Quincy Railroad; South Troy Street or the line thereof if extended where no street exists; the alley next north of and parallel to West Cermak Road; a line 124.69 feet west of and parallel to South Troy Street; a line 175 feet north of and parallel to West Cermak Road; South Kedzie Avenue; a line 400 feet north of and parallel to West Cermak Road; and a line 132.63 feet east of and parallel to South Kedzie Avenue (ToB) (common address: 2123 -- 2143 South Kedzie Avenue and 2116 -- 2144 South Troy Street).

[O2013-7534]

POGN LLC (Application Number 17865T1) -- to classify as a DX-7 Downtown Mixed-Use District instead of a DS-3 Downtown Service District the area shown on Map Number 11-K bounded by:

South Green Street; West Jackson Boulevard; a line 117.13 feet west of and parallel to South Green Street; and a line 246.14 feet north of and parallel to West Jackson Boulevard (common address: 210 -- 240 South Green Street).

[O2013-7563]

Mayfair Plaza 63 LLC and Glendale 2012 LLC (Application Number 17855) -- to classify as Business Planned Development Number 402, as amended, instead of Business Planned Development Number 402, as amended, the area shown on Map Number 13-K bounded by:

a line 540.84 feet north of and parallel to West Lawrence Avenue; North Pulaski Road; West Lawrence Avenue; North Keystone Avenue; the alley next north of and parallel to West Lawrence Avenue; and the alley next west of and parallel to North Pulaski Road (common address: 4800 -- 4854 North Pulaski Road; 4000 -- 4024 West Lawrence Avenue; and 4801 -- 4843 North Keystone Avenue).

[O2013-7553]

MB Property Group, Inc. (Application Number 17841) -- 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 14-N bounded by:

a line 50 feet north of and parallel to West 56th Street; the alley next east of and parallel to South Nagle Avenue; a line 110.00 feet north of and parallel to West 56th Street; and South Nagle Avenue (common address: 5551 -- 5553 South Nagle Avenue).

[O2013-7537]

The Salsa Truck LLC, in care of Law Offices of Samuel V.P. Banks, 221 North LaSalle Street, 38th Floor (Application Number 17834) -- to classify as a DS-3 Downtown Service District instead of a DX-3 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:

a line 164.5 feet north of and parallel to West Washington Boulevard; North Aberdeen Street; a line 139.5 feet north of and parallel to West Washington Boulevard; and the alley next west of and parallel to North Aberdeen Street (common address: 116 North Aberdeen Street).

[O2013-7530]

Ibrahim Shihadeh (Application Number 17836) -- to classify as a C2-5 Motor Vehicle-Related Commercial District instead of a B3-5 Community Shopping District the area shown on Map Number 14-D bounded by:

East 55th Street; South Lake Park Avenue; a line 150.75 feet south of and parallel to East 55th Street; and South Harper Avenue (common address: 1525 East 55th Street; 5500 South Lake Park Avenue; and 5505 -- 5519 South Harper Avenue).

[O2013-7532]

SustainaBuild LLC -- 2219 (Application Number 17849) -- 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 1-H bounded by:

West Race Avenue; a public alley next west of and parallel to North Leavitt Street; a public alley next south of and parallel to West Race Avenue; and a line 195.84 feet west of and parallel to North Leavitt Street (common address: 2217 -- 2219 West Race Avenue).

[O2013-7547]

Darko Tesanovic (Application Number 17835) -- to classify as a B1-1 Neighborhood Shopping District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 7-I bounded by:

a line 69.70 feet north of and parallel to West Logan Boulevard; North California Avenue; West Logan Boulevard; and a line 33.83 feet west of and parallel to North California Avenue (common address: 2800 West Logan Boulevard).

[O2013-7531]

VCP Funding III LLC Series VCP 1057 Grand (Application Number 17857T1) -- to classify as a C2-3 Motor Vehicle Related Commercial District instead of an M2-2 Light Industry District the area shown on Map Number 1-G bounded by:

West Grand Avenue; a line 29.33 feet east of and parallel to North Aberdeen Street; a line 116 feet south of and parallel to West Grand Avenue; the alley next east of and parallel to North Aberdeen Street; a line 137.37 feet south of and parallel to West Grand Avenue; and North Aberdeen Street (common address: 1057 West Grand Avenue and 459 North Aberdeen Street).

[O2013-7555]

Wells and Scott Development Partners LLC (Application Number 17833) -- to classify as a Residential-Business Planned Development instead of a C2-3 Motor Vehicle-Related Commercial District the area shown on Map Number 3-F bounded by:

West Scott Street; North Wells Street; a line 133 feet south of and parallel with the south line of West Scott Street; and a line 240.77 feet west of and parallel with the west line of North Wells Street (common address: 201 -- 223 West Scott Street and 1222 -- 1230 North Wells Street).

[O2013-7544]

Wail Ziyad (Application Number 17851) -- to classify as a C2-2 Motor Vehicle-Related Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 6-J bounded by:

West 26th Street; the public alley next east of and parallel to South St. Louis Avenue; a line 72.40 feet south of and parallel to West 26th Street; and South St. Louis Avenue (common address: 3447 -- 3451 West 26th Street).

[O2013-7549]

722 ADA LLC (Application Number 17850T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-G bounded by:

a line 246 feet north of and parallel to West Huron Street; North Ada Street; a line 222 feet north of and parallel to West Huron Street; and the public alley next west of and parallel to North Ada Street (common address: 722 North Ada Street).

[O2013-7548]

773 LLC (Application Number 17839T1) -- to classify as a DX-7 Downtown Mixed-Use District instead of a DS-5 Downtown Service District the area shown on Map Number 1-F bounded by:

North Jefferson Street; the public alley next north and parallel to West Randolph Street; the public alley next east and parallel to North Jefferson Street; and West Randolph Street (common address: 564 West Randolph Street).

[O2013-7535]

1541 W. Fry LLC (Application Number 17837) -- 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 3-G bounded by:

West Fry Street; a line 179.50 feet east of and parallel to North Ashland Avenue; the alley next south of and parallel to West Fry Street; and a line 154.44 feet east of and parallel to North Ashland Avenue (common address: 1541 West Fry Street).

[O2013-7533]

1616 -- 1624 N. Milwaukee Ventures LLC (Application Number 17854) -- to classify as a Business Planned Development District instead of a B3-2 Community Shopping District and an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 5-H bounded by:

a line 214.09 feet northwest of West North Avenue and perpendicular to North Milwaukee Avenue as measured along the southwest line of North Milwaukee Avenue; North Milwaukee Avenue; West North Avenue for a distance of 165.65 feet to the CTA right-of-way; the CTA right-of-way; and the alley next southwest of North Milwaukee Avenue (common address: 1600 -- 1626 North Milwaukee Avenue).

[O2013-7552]

2437 Irving Park LLC (Application Number 17840T1) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 9-I bounded by:

West Irving Park Road; a line 250.52 feet east of and parallel to North Campbell Avenue; the alley next south of and parallel to West Irving Park Road; and North Campbell Avenue (common address: 2435 -- 2453 West Irving Park Road).

[O2013-7536]

4635 Broadway LLC (Application Number 17846) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 11-G bounded by:

a line 220.16 feet southeast of West Leland Avenue as measured along the easterly right-of-way of North Broadway and perpendicular thereto; a line 88 feet northeast of and parallel to North Broadway; a line 295.16 feet southeast of West Leland Avenue as measured along the easterly right-of-way line of North Broadway and perpendicular thereto; and North Broadway (common address: 4635 -- 4641 North Broadway).

[O2013-7542]

4831 Wilson LLC (Application Number 17866) -- to classify as an M2-2 Light Industry District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 13-M bounded by:

West Wilson Avenue; a line 297.12 feet west of and parallel to North Cicero Avenue; a northwesterly line 47.12 feet long starting at a point 56.87 feet south of the south line of West Wilson Avenue and ending at a point 31.18 feet south of the south line of West Wilson Avenue and 336.62 feet west of the west line of North Cicero Avenue; and a 31.18 foot long perpendicular line to West Wilson Avenue and 336.62 feet west of the west line of North Cicero Avenue (common address: 4833 West Wilson Avenue).

[O2013-7564]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Abramovitz, Andrew [CL2013-1993]

Ace Landscaping and Lebedeck, James A. [CL2013-2065]

Aguirre, Ricardo	[CL2013-2083]
Anderson, Timothy J.	[CL2013-2067]
Arango, Oscar E.	[CL2013-2033]
Argetsinger, Michael R.	[CL2013-2020]
Barbara, Vito R.	[CL2013-2017]
Beans, Bianca D.	[CL2013-2032]
Bopp, Nadine A.	[CL2013-2069]
Bradley, Brian and Carrie	[CL2013-2037]
Burt, Byron	[CL2013-2042]
Cackler, Rachel J.	[CL2013-2084]
CCS Commercial LLC and Bristol West Insurance	[CL2013-2003]
Clayborne, Sandra	[CL2013-2093]
Coit, Katharine R.	[CL2013-2059]
Conrad, Dennis	[CL2013-2076]
Conrad, Robert S.	[CL2013-2054]
Cook, Katherine	[CL2013-2038]
Craig, Dorothy	[CL2013-2078]
Cyberski, Matthew	[CL2013-2000]
Davidson, Anthony P.	[CL2013-2047]
Davis, Theresa A.	[CL2013-2014]
Deng, Shaozhong	[CL2013-2040]
Dutton, Michael C.	[CL2013-2057]

El-Alwan, Elena [CL2013-2053]

Fedrick, Sylvia [CL2013-2041]

Fells, Jonathan [CL2013-2008]

Ferrio, Robert W. [CL2013-2066]

Freeman, Joseph [CL2013-2034]

Gallagher, Maura [CL2013-1992]

Garcia, Grace [CL2013-1994]

Glynn, Kathleen R. [CL2013-2021]

Graunke, Dawn M. [CL2013-2089]

Halon, Adam B. [CL2013-2045]

Hardman, William [CL2013-2088]

Hasan, Hakeem [CL2013-2026]

Honorable, Richard [CL2013-2027]

Howe, Bryant L. [CL2013-2087]

Humbert, Edward R. [CL2013-2064]

IDS Property Casualty and Guevara, Guillermo [CL2013-2002]

Jenkins, Courtney M. [CL2013-2039]

Jiang, Xi Hui [CL2013-2071]

Johnson, Denise A. [CL2013-2049]

Johnson, Eligah [CL2013-2085]

Johnson, Floyd [CL2013-1989]

Johnson, Jason [CL2013-2058]

Joson, Christopher V. [CL2013-1991]

Kazek, Andrzej [CL2013-2077]

Klima, Aniela [CL2013-1988]

Krawczyk, Deborah L. [CL2013-2091]

Krueger, Christopher P. [CL2013-2006]

Lach, Carolyn J. [CL2013-2072]

Langford, Andrew M. [CL2013-1995]

Lebedick, James A. [CL2013-2009]

Levi, Sammie L. [CL2013-2074]

Llanes, Colleen M. [CL2013-2055]

LSL Trust S.V. (Illinois) [CL2013-2019]

Macsesso Hp LLC [CL2013-2082]

Mann, Jeremy [CL2013-2056]

Mansfield, Tressie [CL2013-2048]

Masini, Dean P. [CL2013-2025]

Matviiv, Taras [CL2013-1997]

Maximilian, Jakub [CL2013-2090]

McCready, Michael [CL2013-2092]

McGee, Laronda L. [CL2013-1990]

McGregory, Elaine S. [CL2013-2022]

McHale, John J. [CL2013-2075]

Miekina, Piotr M. [CL2013-2079]

Miranda, Candi	[CL2013-2043]
Mutuc, Maureen	[CL2013-2044]
Nash, Larenzo	[CL2013-2060]
Nowak, Thomas	[CL2013-2031]
Obyrtacz, Maria and Andy	[CL2013-2023]
Orgain, Javette C.	[CL2013-2028]
Pajor, Nathan M.	[CL2013-2024]
Pateriya, Shailendra	[CL2013-1998]
Pauze, Beth A.	[CL2013-2007]
Perez, Wilter	[CL2013-2051]
Presti, Joseph	[CL2013-2005]
Ramirez, Carmelo	[CL2013-2004]
Rasmussen, Simin H.	[CL2013-2018]
Rayo, Misael	[CL2013-1987]
Real Properties	[CL2013-2013]
Reynoso, Joel	[CL2013-2086]
Richardson, John J.	[CL2013-2029]
Rocek, Charles J.	[CL2013-2073]
Ryan, David J.	[CL2013-2080]
Santos, Debra	[CL2013-2061]
Scherer, Andrea M.	[CL2013-1996]
Schmidt, Diane L.	[CL2013-2052]
Scholcoff, Eduardo	[CL2013-2046]

Showalter, Jennifer C. [CL2013-2011]

Spencer, Kathy M. [CL2013-2050]

Sullivan, Charles W [CL2013-2016]

Takaki-Ramirez, Lisa [CL2013-2012]

Tarpey, AnneMarie [CL2013-2036]

Thomas, Rebecca [CL2013-2010]

Vaughn, Djaye [CL2013-2062]

Vazquez, Jose [CL2013-2015]

Vega, Ricardo [CL2013-2030]

Viancourt, Julie A. [CL2013-2063]

Villafuerte, Kathryn S. [CL2013-2068]

Weisgerber, Alex R. [CL2013-1999]

Whiting, Mote [CL2013-2001]

Williams, Carla P. [CL2013-2081]

Worthy, Carlene S. [CL2013-2035]

21st Century Insurance and Jedraszko, Aneta [CL2013-2070]

Referred -- CORRECTION OF JULY 24, 2013 CITY COUNCIL *JOURNAL OF PROCEEDINGS.*

[O2013-7529]

A communication from the Honorable Susana A. Mendoza, City Clerk, transmitting a proposed correction to the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held July 24, 2013 which was *Referred to the Committee on Committees, Rules and Ethics.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

INSTALLATION OF COMMEMORATIVE PLAQUE AT MOSES MONTEFIORE SCHOOL IN HONOR OF CHICAGO POLICE OFFICER IRMA C. RUIZ.

[Or2013-581]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Public Building Commission to install a commemorative plaque to honor Chicago Police Officer Irma C. Ruiz, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said order as passed:

WHEREAS, The month of September 2013 marks the 25th anniversary of the brave and ultimate sacrifice made by Chicago Police Officer Irma C. Ruiz in the line of duty; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, On the morning of September 22, 1988, Chicago Police Officers Irma C. Ruiz and Greg Jaglowski of the Area 4 Youth Division were inside Moses Montefiore School, 1300 South Ashland Avenue, when they were alerted to the arrival of an armed assailant; and

WHEREAS, A deranged Vietnam veteran had come to the school intent on continuing a deadly rampage he had begun at a nearby auto parts business; and

WHEREAS, In the process of confronting the man; Officer Greg Jaglowski was wounded in the left thigh, while Officer Irma C. Ruiz was fatally shot by a bullet that pierced her heart; and

WHEREAS, As Officer Greg Jaglowski tended to Officer Irma C. Ruiz and radioed for assistance, the gunman stepped inside an unoccupied room and took the opportunity to reload his weapon; and

WHEREAS, Shortly thereafter, the gunman reappeared and opened fire on Officer Greg Jaglowski, shooting him in the right leg; and

WHEREAS, Displaying the remarkable skill and poise that are hallmarks of Chicago's Finest, Officer Greg Jaglowski, in spite of his serious wounds, returned fire and brought the assailant down with two expertly aimed shots; and

WHEREAS, The courageous intervention and ultimate sacrifice of Officer Irma C. Ruiz protected the students, staff and teachers at Moses Montefiore School from a murderous gunman; and

WHEREAS, Officer Irma C. Ruiz was posthumously decorated with the Blue Star Award, the Award of Valor and the Police Medal, the Chicago Police Department's highest honor; and

WHEREAS, A Chicago public elementary school was named in honor of Officer Irma C. Ruiz; and

WHEREAS, The cherished wife of Peter and the loving mother of Peter, Irma, John and Philip, Officer Irma C. Ruiz leaves a legacy of sacrifice, service and generosity; now, therefore,

Be It Ordered, That the Public Building Commission is hereby ordered to install a commemorative plaque at Moses Montefiore School to honor the valor and sacrifice of Officer Irma C. Ruiz; and

Be It Further Ordered, That the Office of Budget and Management is hereby ordered to appropriate any and all necessary funds for the same.

APPOINTMENT OF CRAIG CHICO AS MEMBER OF CHICAGO DEVELOPMENT FUND ADVISORY BOARD.

[A2013-99]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the proposed appointment of Craig Chico as a member of the Chicago Development Fund Advisory Board, 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, with no dissenting vote.

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 Craig Chico as a member of the Chicago Development Fund Advisory Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF BERNITA JOHNSON-GABRIEL AS MEMBER OF CHICAGO DEVELOPMENT FUND ADVISORY BOARD.

[A2013-98]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the proposed appointment of Bernita Johnson-Gabriel as a member of the Chicago Development Fund Advisory Board, 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, with no dissenting vote.

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 Bernita Johnson-Gabriel as a member of the Chicago Development Fund Advisory Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF CHET T. JACKSON AS MEMBER OF CHICAGO DEVELOPMENT FUND ADVISORY BOARD.

[A2013-96]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the proposed appointment of Chet T. Jackson as a member of the Chicago Development Fund Advisory Board, 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, with no dissenting vote.

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 Chet T. Jackson as a member of the Chicago Development Fund Advisory Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF CARLOS A. NELSON AS MEMBER OF CHICAGO DEVELOPMENT FUND ADVISORY BOARD.

[A2013-97]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the proposed appointment of Carlos A. Nelson as a member of the Chicago Development Fund Advisory Board, 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, with no dissenting vote.

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 Carlos A. Nelson as a member of the Chicago Development Fund Advisory Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF JOHN H. IDLER AS MEMBER OF STATE STREET COMMISSION (SPECIAL SERVICE AREA NO. 1).

[A2013-106]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of John H. Idler as a member of the State Street Commission (Special Service Area Number 1), 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, with no dissenting vote.

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 John H. Idler as a member of the State Street Commission (Special Service Area Number 1) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF MANUEL JIMENEZ, DAVID R. SUPANICH, GINTARAS P. CEPENAS, JEAN T. LOPEZ, SHELDON K. RICE AND MARK J. DI VALERIO AS MEMBERS OF SOUTHWEST BUSINESS GROWTH AREA COMMISSION (SPECIAL SERVICE AREA NO. 3).

[A2013-108]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointments of Manuel Jimenez, David R. Supanich, Gintaras P. Cepenas, Jean T. Lopez, Sheldon K. Rice and Mark J. Di Valerio as members of the Southwest Business Growth Area Commission (Special Service Area Number 3), 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, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed reappointments of Manuel Jimenez, David R. Supanich, Gintaras P. Cepenas, Jean T. Lopez, Sheldon K. Rice and Mark J. Di Valerio as members of the Southwest Business Growth Area Commission (Special Service Area Number 3) were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF JACOB ELKINS-RYAN AS MEMBER OF LAKEVIEW EAST COMMISSION (SPECIAL SERVICE AREA NO. 8).

[A2013-109]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Jacob Elkins-Ryan as a member of the Lakeview East Commission (Special Service Area Number 8), 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, with no dissenting vote.

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 Jacob Elkins-Ryan as a member of the Lakeview East Commission (Special Service Area Number 8) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF MONA K. BUECHLER AS MEMBER OF HOWARD STREET COMMISSION (SPECIAL SERVICE AREA NO. 19).

[A2013-110]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappoint00000000000ment of Mona K. Buechler as a member of the Howard Street Commission (Special Service Area Number 19), 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, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mona K. Buechler as a member of the Howard Street Commission (Special Service Area Number 19) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF JENNIFER E. MARTIN AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2013-111]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Jennifer E. Martin as a member of the Uptown Commission (Special Service Area Number 34), 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, with no dissenting vote.

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 Jennifer E. Martin as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT REGARDING INVESTMENT PORTFOLIO MANAGEMENT.

[O2013-6146]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the City Treasurer to enter into and execute an intergovernmental agreement with the Chicago Park District for investment services, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Chicago Park District (the "Park District") is a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois; and

WHEREAS, The Park District has requested that the City, acting by and through its Office of the City Treasurer, provide certain services with respect to a portion of the Park District's investment portfolio, which will remain in the name of the Park District, and which services shall include assisting the Park District in executing trades of approved securities at the Park District's direction and transferring funds between investment accounts and the Park District as appropriate at the Park District's direction; now, therefore,

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

SECTION 1. The recitals of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. The City Treasurer (the "Treasurer") or a designee thereof is hereby authorized to execute, subject to the review of the Corporation Counsel as to form and legality, an agreement with the Park District in substantially the form attached hereto as Exhibit 1, and such other documents as are deemed necessary, between the City and the Park District, which agreement and other necessary documents may contain such other terms as are deemed necessary or appropriate by the Treasurer. The Treasurer and the designees thereof are authorized to execute such additional documents, information, assurances and certifications and to take such additional actions as may be necessary or required pursuant to the aforementioned agreement as contemplated therein.

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 be controlling. 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 4. This ordinance shall take effect upon its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Intergovernmental Agreement With Chicago Park District Regarding Investment Portfolio Management.

This Intergovernmental Agreement (the "Agreement") is made and entered into this __ day of _____, 2013 by and between the City of Chicago (the "City"), a municipal corporation

and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting by and through its Office of the City Treasurer (the "Treasurer's Office"), and the Chicago Park District (the "Park District"), a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois.

Recitals.

Whereas, The Park District has requested that the Treasurer's Office provide certain services with respect to a portion of the Park District's investment portfolio, which will remain in the name of the Park District, and which services shall include assisting the Park District in executing trades of approved securities at the Park District's direction and transferring funds between investment accounts and the Park District as appropriate at the Park District's direction (such services shall be referred to herein as the "Services").

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:

Terms And Conditions.

Article One.

Incorporation Of Recitals.

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article Two.

Compliance With All Laws.

The parties shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as the parties' respective policies, programs and procedures, all as may be in effect from time to time, pertaining to or affecting the Services or the parties as related thereto.

Article Three.

The Services.

1. General Scope Of Services.

The Treasurer's Office will provide the Services described below with the respect to certain of the Park District assets ("Assets") on behalf of the Park District. In carrying out the Services, the Treasurer's Office will have the following responsibilities:

a. with the assistance of, and input from, the Park District, recommend an asset allocation strategy based on prior discussions in accordance with state and federal law, and Park District policies, cash flow needs and risk tolerances, with such strategy subject to the Park District's approval;

b. prior to the finalization of an investment plan, provide a detailed report documenting the proposed investment plan and justifying the basis of the recommended approach to achieve the Park District's investment goals, and update such reports and make such presentations as the Park District deems necessary;

c. recommend investments on an ongoing weekly basis;

d. provide ongoing communications with the Park District's Treasurer on market conditions, performance of investments and proactively identifying adjustments to better meet the Park District's ongoing needs;

e. maintain accurate and detailed records of all financial transactions related to Park District accounts on an ongoing basis;

f. prepare performance reports on no less than a monthly basis documenting whether and how the investment approach has met the Park District's goals;

g. provide such mark-to-market or other investment valuations as the Park District shall request within twenty-four (24) hours of such request; and

h. prepare or otherwise arrange for the execution of any recommended investments approved by the Park District (provided, however, the actual execution of any purchase, sale or other transfer of any investment shall be made by the Park District).

2. Costs.

The Treasurer's Office shall incur monthly fees for use of financial markets data and analytical software. The Park District shall pay for a subscription to Bloomberg to assist the Treasurer's Office in performing the Services. In the event other fees or costs are incurred by the City in the future that can be directly attributed to the Services, the Park District shall

only be responsible for fees or costs that are incremental to the Park District's portion of the costs. The City shall request reimbursement or direct payment of such incremental fees or costs from the Park District.

3. Audit.

The Treasurer's Office will cooperate with the Park District's auditors with respect to the Services.

4. Investment Policy.

The Treasurer's Office shall follow the authorized investment policy of the Park District (the "Policy", a current copy of which is attached and incorporated herein as (Sub)Exhibit A) in making any recommendations to the Park District at all times in the performance of the Services. The Park District is responsible for providing any written updates of the Policy to the Treasurer's Office.

All recommendations will be made in accordance with the Prudent Investor Rule as specified in the Policy.

5. Reporting.

The Treasurer's Office shall provide investment reporting to the Park District, so long as the desired reports are feasible with current report generation systems in place at the Treasurer's Office. Subject to the foregoing, the Treasurer's Office shall provide monthly reports to the Park District which shall include the following by fund/account:

-- Description of Portfolio Holdings by Asset Class

-- Coupon Rate

-- Rate of Return (yield)

-- CUSIP Number

-- Total Cost

-- Market Value

-- Maturity Date, Purchase Date

-- Duration

-- Quality (rating)

6. Custodianship.

Investments will be in the name of the Park District and held by a custodian, as designated by the Park District (the "Custodian"). The Park District will wire monies directly to the Custodian, who will be responsible for the custody and possession of the purchased investments, the collection of interest, dividends and other income attributable to investments in the account. The Treasurer's Office shall not have custody or possession of Assets or of any other funds or securities in which the Park District has a beneficial interest, nor will the Treasurer's Office be allowed to wire monies to a third party other than for the settlement of investment purchases.

7. Liquidation Of Assets.

The Park District reserves the right to liquidate Assets that have been wired to the Custodian. The Park District may direct the Treasurer's Office that Assets be liquidated and returned within two (2) business days or that Assets be sold on behalf of the Park District within accounts based on liquidity needs of the Park District.

8. Account Instructions And Authorized Persons.

There will be funds (ACH or fedwire) transferred from the Park District to the Custodian, with directions to deposit in various funds/accounts and anticipated duration of the investments for each fund/account. The Park District from time to time will provide the Treasurer's Office with a written "Draw Down Schedule" specifying amounts of cash that the Park District will require in the account as of particular dates, and the Treasurer's Office will recommend investments having maturities corresponding to such cash requirements to the Park District.

Only those persons (the "Authorized Persons") listed on (Sub)Exhibit B attached and incorporated herein, are authorized to provide instructions or directions on behalf of the Park District with respect to account assets. (Sub)Exhibit B may be amended from time to time by the Park District with written notice to the Treasurer's Office.

9. Broker-Dealers.

The Treasurer's Office will provide to the Park District a City-approved list of broker-dealers and include information as to whether such broker-dealers are registered with the United States Securities and Exchange Commission (or exempt from registration) and whether such broker-dealers are minority- or women-owned businesses. Information regarding the utilization of broker-dealers will be provided quarterly by the Treasurer's Office to the Park District.

Article Four.

Term.

The Term of the Agreement shall commence on the date of its execution and shall terminate upon 60 (or less upon written agreement of the parties) calendar days written notice from one party to the other.

Article Five.

Indemnity; Default And Remedies.

1. Indemnity.

(a) The Park District 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: (1) the Services (but not including the City's negligence or intentional actions); or (2) the Park District's failure to comply with any of the terms, covenants and conditions contained within this Agreement. The Park District shall not have a duty to indemnify to the City for losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses to the extent such are caused by the negligence or willful misconduct of the City, (b) the City agrees to indemnify, defend and hold the Park District 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 Park District arising from or in connection with: (1) the Services (but not including the Park District's negligence or intentional actions); or (2) the City's failure to comply with any of the terms, covenants and conditions contained within this Agreement. The City shall not have a duty to indemnify to the Park District for losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses to the extent such are: (i) caused by the negligence or willful misconduct of the Park District; or (ii) the result of Services previously approved and accepted by the Park District.

2. Default And Remedies.

(a) The failure of the Park District to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Park District under this Agreement or any related agreement shall constitute an "Event of Default" by the Park District hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements. 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. In the event the Park District shall fail to perform a covenant which the Park District is required to perform

under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Park District has failed to cure such default within 30 days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such 30 day period, the Park District 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 30 day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured, (b) the failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any related agreement shall constitute an "Event of Default" by the City hereunder. Upon the occurrence of an Event of Default, the Park District may terminate this Agreement and all related agreements. The Park District may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy. In the event the City shall fail to perform a covenant which the City is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the City has failed to cure such default within 30 days of its receipt of a written notice from the Park District specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such 30 day period, the City 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 30 day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Article Six.

Consent.

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

Article Seven.

Notice.

Notice to Park District shall be addressed to:

Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Attention: General Superintendent

with a copy to:

Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Attention: General Counsel

Notice to the City shall be addressed to:

City of Chicago
Office of the City Treasurer
City Hall, Room 106
121 North LaSalle Street
Chicago, Illinois 60602

and

City of Chicago
Department of Law
City Hall, Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addressed set forth above, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as 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, if sent pursuant to clause (c) shall be deemed received two (2) days following deposit in the mail.

Article Eight.

Assignment; Binding Effect.

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Park District and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

Article Nine.

Modification.

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

Article Ten.

Compliance With Laws.

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

Article Eleven.

Governing Law And Severability.

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

Article Twelve.

Counterparts.

This Agreement may be executed in two counterparts, each of which shall be deemed an original.

Article Thirteen.

Entire Agreement.

This Agreement constitutes the entire agreement between the parties and cannot be modified or amended except by mutual written agreement of the parties.

Article Fourteen.

Authority.

Execution of this Agreement by the City is authorized by an ordinance adopted by the City Council on _____, 2013 (the "Agreement Ordinance"). Execution of this Agreement by the Park District is authorized by order of the Board of Commissioners of the Park District on _____, 2013. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

Article Fifteen.

Headings.

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

Article Sixteen.

Disclaimer Of Relationship.

Nothing contained in this Agreement, nor any act of the City or the Park District shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Park District.

Article Seventeen.

Construction Of Words.

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

Article Eighteen.

No Personal Liability.

No member, official, employee, commissioner or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

Article Nineteen.

Representatives.

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For The Park District:

[name, title]
Chicago Park District
541 North Fairbanks Court
Chicago, Illinois 60611
Phone: (312) 742-____
Email: _____

For The City:

Thomas Latzke, Deputy City Treasurer
City Treasurer's Office
121 North LaSalle Street
City Hall, Room 106
Chicago, Illinois 60602
Phone: (312) 742-1852
Email: thomas.latzke@cityofchicago.org

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and email address of the representative for such party for the purpose hereof.

In Witness Whereof, Each of the parties has caused this Agreement to be executed and delivered as of the date first above written.

City of Chicago, Illinois

By: _____
City Treasurer

Chicago Park District

By: _____
General Superintendent

Attest:

By: _____
Secretary

[(Sub)Exhibits "A" and "B" referred to in this Intergovernmental Agreement with Chicago Park District unavailable at time of printing.]

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT REGARDING PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FOR EXPANSION OF LINDBLOM PARK.

[O2013-6244]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Housing and Economic Development to enter into and execute an intergovernmental agreement with the Chicago Park District for the

redevelopment of Lindblom Park/Park Number 243, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 Article VII, Section 6(a) of the 1970 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 Chicago Park District (the "Park District") is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution, of the State of Illinois and, as such, is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, The Park District has proposed a park expansion, including design, soil removal, foundations and construction of an artificial turf field, and resurfacing of the running track, at the public park variously known as Lindblom Park or Park Number 243 (the "Project"), with a street address of 6054 South Damen Avenue, Chicago, the premises of which are legally described in Exhibit A (the "Property"); and

WHEREAS, The Property lies wholly within the boundaries of the 63rd/Ashland Redevelopment Project Area (as hereinafter defined); and

WHEREAS, The City 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 blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 29, 2006, a certain redevelopment plan and project (the "63rd/Ashland Redevelopment Plan") for the 63rd/Ashland Redevelopment Project Area (the "63rd/Ashland Redevelopment Project Area") was approved pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 29, 2006, the 63rd/Ashland Redevelopment Project Area was designated as a "redevelopment project area" pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on March 29, 2006, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain 63rd/Ashland Redevelopment Project Area redevelopment project costs (the "Redevelopment Project Costs"), as such term is defined in Section 5/11-74.4-3(q) of the Act, incurred pursuant to the 63rd/Ashland Redevelopment Plan; and

WHEREAS, Pursuant to Section 5/11-74.4-8(b) of the Act and the TIF Ordinance, incremental taxes ("Incremental Taxes") are allocated to, and when collected are paid to, the Treasurer of the City of Chicago (the "Treasurer") for deposit by the Treasurer into the "63rd/Ashland Redevelopment Project Area Special Tax Allocation Fund" (the "Fund") established pursuant to the TIF Ordinance to pay Redevelopment Project Costs and obligations incurred in the payment thereof; and

WHEREAS, Pursuant to Section 4(q) of the Act, the City can use Incremental Taxes from one redevelopment project area for eligible Redevelopment Project 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 Incremental Taxes is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, To induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on May 9, 1995, the City Council: (1) approved and adopted a redevelopment plan (the "60th and Western Redevelopment Plan") for the 60th and Western Redevelopment Project Area (the "60th and Western Redevelopment Area") of the City; (2) designated the 60th and Western Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the 60th and Western Redevelopment Area; and

WHEREAS, The 63rd/Ashland Redevelopment Area is either contiguous to, or is separated only by a public right-of-way from, the 60th and Western Redevelopment Area; and

WHEREAS, The 60th and Western Redevelopment Plan permits the exercise of Transfer Rights with respect to Incremental Taxes from the 60th and Western Redevelopment Area ("60th and Western Increment") and the 63rd/Ashland Redevelopment Plan permits the receipt of Incremental Taxes pursuant to Transfer Rights; and

WHEREAS, Pursuant to the City's Transfer Rights under the Act, the 60th and Western Redevelopment Plan, and the 63rd/Ashland Redevelopment, the City's Department of Housing and Economic Development ("HED") desires to make available to the Park District a portion of the 60th and Western Increment in an amount not to exceed $2,000,000 for the purpose of funding the construction of the Project (the "TIF-Funded Improvements") in the Redevelopment Area; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), Incremental Taxes may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, The 63rd/Ashland Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

WHEREAS, The Park District is a taxing district under the Act; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the 63rd/Ashland Redevelopment Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

WHEREAS, The City and the Park District desire to enter into an intergovernmental agreement in substantially the form attached as Exhibit B (the "Agreement") whereby the City shall pay for or reimburse the Park District for a portion of the TIF-Funded Improvements; 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the City Comptroller or Acting City Comptroller, the Commissioner of HED is authorized to execute and deliver the Agreement, and such other documents as are necessary, between the City of Chicago and the Park District, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

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 other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Property.

The legal description is subject to title commitment and survey, permanent index number division and consolidation, as necessary, plat of dedication, site configuration, vacation or dedication of streets and alleys as negotiated by the City of Chicago and Park District.

the east fifteen and four hundred four thousandths (15.404) acres (except the east thirty-three (33) feet and except the north thirty-three (33) feet thereof) of the east half of the north half of the southwest quarter of the Section eighteen (18), Township thirty-eight (38) North, Range fourteen (14), East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

6054 South Damen Avenue
Chicago.

Permanent Index Numbers:

20-18-301-004-0000 and

20-18-302-005-0000.

Exhibit "B".
(To Ordinance)

Intergovernmental Agreement With
Chicago Park District.
(Lindblom Park)

This Intergovernmental Agreement (this "Agreement") is made this _____day of _____, 2013 (the "Closing Date"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "City"), an Illinois municipal corporation, by and through its Department of Housing and Economic Development ("HED"), and the Chicago Park District (the "Park District"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

A. The City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs.

B. The Park District is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of all parks within the corporate limits of the City.

C. The Park District seeks payment or reimbursement of funds it intends to expend or has expended for certain improvements to an existing 17.6-acre park commonly known as Lindblom Park or Park # 243 (the "**Park**"), with a street address of 6054 S. Damen Avenue, in Chicago, Illinois, and legally described in Exhibit A (the "**Property**"). The Park District has proposed to further improve and expand the Park as described in Exhibit B, such improvement being hereinafter referred to as the "Project."

D. The Park District owns the Property, and the Property lies wholly within the boundaries of the Redevelopment Area (as hereinafter defined).

E. The City 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 blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects.

F. Pursuant to an ordinance (the "**Approval Ordinance**") adopted by the City Council on March 29, 2006, a certain redevelopment plan and project (the "**63rd / Ashland Redevelopment Plan**") for the 63rd / Ashland Redevelopment Project Area (the "**63rd / Ashland Redevelopment Project Area**") was approved pursuant to the Act.

G. Pursuant to an ordinance (the "**Designation Ordinance**") adopted by the City Council on March 29, 2006, the 63rd / Ashland Redevelopment Project Area was designated as a "redevelopment project area" pursuant to the Act.

H. Pursuant to an ordinance (the "**TIF Ordinance**" and together with the Approval Ordinance and the Designation Ordinance, the "**63rd / Ashland Ordinances**") adopted by the City Council on March 29, 2006, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain 63rd / Ashland Redevelopment Project Area redevelopment project costs (the "**Redevelopment Project Costs**"), as such term is defined in Section 5/11-74.4-3(q) of the Act, incurred pursuant to the 63rd / Ashland Redevelopment Plan.

I. Pursuant to Section 5/11-74.4-8(b) of the Act and the TIF Ordinance, incremental taxes ("**Incremental Taxes**") are allocated to, and when collected are paid to, the Treasurer of the City of Chicago (the "**Treasurer**") for deposit by the Treasurer into the "63rd / Ashland Redevelopment Project Area Special Tax Allocation Fund" (the "**63rd / Ashland TIF Fund**") established pursuant to the TIF Ordinance to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

J. Pursuant to Section 4(q) of the Act, the City can use Incremental Taxes from one redevelopment project area for eligible Redevelopment Project 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 Incremental Taxes is received so long as the applicable redevelopment plans permit such use (the "**Transfer Rights**").

K. To induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on May 9, 1995, the City Council: (1) approved and adopted a redevelopment plan (the "**60th and Western Redevelopment Plan**") for the 60th and Western Redevelopment Project Area (the "60th and Western Redevelopment Area") of the City; (2) designated the 60th and Western Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the 60th and Western Redevelopment Area (collectively, the "**60th and Western Ordinances**.")

L. Other projects have previously been constructed within the 63rd / Ashland Redevelopment Area for which the City has allocated Incremental Taxes for use for the payment of Redevelopment Project Costs.

M. The 63rd / Ashland Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the 60th and Western Redevelopment Area.

N. The 60th and Western Redevelopment Plan permits the exercise of Transfer Rights with respect to Incremental Taxes from the 60th and Western Redevelopment Area ("**60th and Western Increment**") and the 63rd / Ashland Redevelopment Plan permits the receipt of Incremental Taxes pursuant to Transfer Rights.

O. It is anticipated that the City may, in its discretion, in an estimated amount not to exceed $2,000,000 to fund certain Redevelopment Project Costs of the Project to the extent and in the manner provided in the Agreement (as hereinafter defined); and

P. Pursuant to the City's Transfer Rights under the Act, the 60th and Western Redevelopment Plan, and the 63rd / Ashland Redevelopment, HED desires to make available to the Park District a portion of the 60th and Western Increment in an amount not to exceed $2,000,000 ("**Project Assistance**") for the purpose of funding the construction of the Project (the "**TIF-Funded Improvements**") in the Redevelopment Area; and

Q. under 65 ILCS 5/11-74.4-3(q)(7), Incremental Taxes may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs; and

R. the 63rd / Ashland Redevelopment Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Redevelopment Area; and

S. the Park District is a taxing district under the Act; and

T. in accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the 63rd / Ashland Redevelopment Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

U. The City and the Park District desire to enter into this Agreement whereby the Park District will undertake the Project and the City shall reimburse the Park District for the TIF-Funded Improvements made pursuant to the Project.

V. On _____, 2013, the City Council enacted an ordinance published in the Journal for said date at pages _____ to _____ (the "**Authorizing Ordinance**") that authorized the execution of this Agreement.

W. On January 16, 2013, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept Project Assistance from the City for the Project and authorizing the execution of this Agreement (the "**Park District Ordinance**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. THE PROJECT.

1.1. No later than 12 months from the Closing Date, or later as the Commissioner of HED (the "**Commissioner**") may agree in writing, the Park District shall let one or more contracts for the construction and/or development of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.2. The Project shall at a minimum meet or shall have met the general requirements set forth in the Project Description in Exhibit B hereof and comply with plans and specifications to be provided to and approved by HED prior to the commencement of the Project ("**Plans and Specifications**") in order for the Park District to qualify for the disbursement of the Project Assistance. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.3. The Park District shall provide the City with copies, if any shall apply, of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a public park from all appropriate governmental authorities, including evidence that the Property is appropriately zoned to be used, occupied and operated as a public park.

1.4. The Park District shall include a certification of compliance with the requirements of Sections 1.1, 1.2, and 1.3 hereof with each request for 60th and Western Increment funds hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

SECTION 2. FUNDING

2.1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this **Section 2** and such other conditions contained in this Agreement, disburse the Project Assistance to the Park District.

2.2. The City shall establish a special account within the 63rd / Ashland TIF Fund that shall be known as the "Lindblom Park Account." Disbursement of Project Assistance funds will be subject to the availability of 60th and Western Increment in the Lindblom Park Account, subject to all restrictions on and obligations of the City contained in the 63rd and Ashland Ordinances and the 60th and Western Ordinances, or relating to the 60th and Western Increment, and all agreements and other documents entered into by the City pursuant thereto.

2.3. Within 15 days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than 90 days after the execution of this Agreement (the "**Satisfaction Period**"), the Park District must satisfy, to the reasonable satisfaction of the Commissioner, that it has satisfactory title to the Property, which may be evidenced by a valid lease agreement or an acceptable title insurance policy, subject only to those title exceptions acceptable to the City and the Park District. If the Park District is unable to satisfy this condition, either Party may terminate this Agreement by providing written notice to the other Party.

2.4. The Park District may periodically submit requisitions to the City for payment in the form of Exhibit C hereto ("Certificate of Expenditure"). The City shall not approve Requisitions for Payment in the aggregate in excess of the actual costs of the Project that are TIF-Funded Improvements. Simultaneous with the submission of each Certificate of Expenditure, the Park District shall submit documentation regarding the applicable expenditures

to HED. Delivery by the Park District to HED of any Certificate of Expenditure to the City shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request, that:

(a) the total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(b) all amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment;

(c) the Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications previously approved by HED; and

(d) the Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

2.5. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in Section 2.4 are true and correct, and any approval of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Park District.

2.6. The current estimate of the cost of the entire Project is approximately $2,000,000. The Park District has delivered to the Commissioner a project budget for the Project, attached as Exhibit D hereto. The Park District certifies that it has identified sources of funds (including the Project Assistance) sufficient to complete its budgeted portion of the Project. The Park District acknowledges that the City will only contribute the Project Assistance amount to the Project, subject to the terms and conditions of this Agreement, and that all costs of completing the Project over and above the Project Assistance amount shall be the sole responsibility of the Park District. If the Park District does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "Revised Project") as agreed with the City in order to complete the Revised Project with the available funds.

2.7. Exhibit D contains a preliminary list of capital improvements and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of the Project Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Plan. Prior to the expenditure of Project Assistance on the Project, the Commissioner, based upon the project budget, may make such modifications to Exhibit D as he or she wishes in his or her discretion to account for all of the Project Assistance

to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of Project Assistance, subject to the terms of this Agreement.

2.8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the Project Assistance are subject on every respect to the availability of funds as described in and limited by this Section 2. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Project Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

2.9. If the aggregate cost of the Project is less than the amount of the Project Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the Project Assistance contemplated by this Agreement and the amount of the Project Assistance actually paid by the City to the Park District and expended by the Park District on the Project.

SECTION 3. TERM.

The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the Redevelopment Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. The Chicago Park District shall, in its sole discretion, determine if any environmental remediation is necessary, and any such work that the Park District determines is necessary shall be performed using the Project Assistance funding provided herein or any applicable funding provided by the Park District. The City's financial obligation shall be limited to an amount not to exceed $750,000 with respect to the matters contained in this Agreement, including this Section 4. The City makes no covenant, representation or warranty as to the environmental condition of the Park or the suitability of the Park as a park or for any use whatsoever.

4.2. The Park District agrees to carefully inspect the Property prior to commencement of any remediation or development on the Property to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

4.3. The Park District or its contractor must obtain all necessary permits, and applicable insurance as described in Section 5 hereof.

SECTION 5. INSURANCE.

5.1. The Park District shall provide and maintain at the Park District's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

(a) Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident or illness.

(b) Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, 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, non-contributory basis for any liability arising directly or indirectly from the work.

(c) Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, The Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

(d) Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, The Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $1,000,000.

(e) Self Insurance. To the extent permitted by applicable law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

5.2. The Park District will furnish the City, at the address stated in Section 8.13, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and renewal Certificates of Insurance promptly as any requisite insurance is renewed. The Park District shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this 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 shall not be deemed to be a waiver by the City.

5.3. The Park District shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated.

5.4. The required insurance shall 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.

5.5. Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Park District and its contractors.

5.6. The Park District agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.7. The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified by this Agreement or by law.

5.8. The Park District expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Park District under this Agreement.

5.9. 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.

5.10. The Park District shall require all subcontractors to provide the insurance required herein and insurance customarily required by the Park District or the Park District may provide the required coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein. In all contracts relating to the Project, the Park District agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.

5.11. The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 6. INDEMNIFICATION/NO PERSONAL LIABILITY.

6.1. To the full extent of liability of a municipal corporation, unless precluded by the Local and Governmental Tort Immunity Act or the common law of the state of Illinois, the Park District agrees to defend, indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs, suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply

with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this Section 6.1 shall survive any termination or expiration of this Agreement.

6.2. No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

SECTION 7. COMPLETION DEADLINE; DEFAULT.

7.1. If the Park District, without the City's written consent, fails to complete the Project within 36 months (three years) after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

7.2. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in Section 7.1 and such default is not cured as described in Section 7.3 hereof, the City may terminate this Agreement.

7.3. Prior to termination, the City shall give its 30-day prior notice of intent to terminate at the address specified in Section 8.13 hereof, and shall state the nature of the default. In the event Park District does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

7.4. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

SECTION 8. GENERAL PROVISIONS.

8.1. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Resolution. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

8.2. Assignment. This Agreement, or any portion thereof, shall not be assigned by either Party without the prior written consent of the other.

8.3. Compliance with Laws. The Parties agree to comply with all federal, state and local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

8.4. Consents. Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

8.5. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8.6. Counterparts. This Agreement may be executed in several counterparts and by a different Party in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

8.7. Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

8.8. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party 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. Nothing contained in this Agreement and no act of the Parties shall be deemed or construed by the Parties or by third parties to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.11. Modification or Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.

8.12. No Implied Waivers. No waiver by either Party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case will, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

8.13. Notices. 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) electronic communications, whether by telex, telegram, facsimile (fax); (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

To the City: City of Chicago
Department of Housing and Economic Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271(Fax)

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District: Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5276 (Fax)

With a copy to: Chicago Park District
General Counsel
541 North Fairbanks, Room 300
Chicago, Illinois 60611
(312) 742-4602
(312) 742-5316 (Fax)

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

8.14. 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.

8.15. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact in all matters under this Agreement.

For the City:
Nelson Chueng
City of Chicago
Department of Housing and Economic Development
City Hall, Room 1101
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-5756
(312) 744-7996 (Fax)

For the Park District:
Rob Rejman
Chicago Park District
Director of Planning, Construction and Facilities
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4685
(312) 742-5347 (Fax)

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof.

8.16. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

8.17. Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

8.18. Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

8.19. Time. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation, by and through its Department of Housing and Economic Development

By:_____
Andrew J. Mooney
Commissioner

CHICAGO PARK DISTRICT, a body politic and corporate of the State of Illinois

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

_____
Kantrice Ogletree
Secretary

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement with Chicago Park District constitutes Exhibit "A" to ordinance and printed on page 60709 of this *Journal*.]

(Sub)Exhibits "B", "C" and "D" referred to in this Intergovernmental Agreement with the Chicago Park District read as follows:

(Sub)Exhibit "B".
(To Intergovernmental Agreement
With Chicago Park District)

Project Description.

Project scope includes design, soil removal, foundations and construction of an artificial turf field, and resurfacing of the running track. The artificial turf field will accommodate football, soccer and lacrosse.

(Sub)Exhibit "C".
(To Intergovernmental Agreement
With Chicago Park District)

Form Of Certificate Of Expenditure.

State of Illinois)
) SS.
County of Cook)

The affiant, Chicago Park District (the "Park District"), an Illinois municipal corporation, hereby certifies that with respect to that certain intergovernmental agreement between the Park District and the City of Chicago dated _____, _____ (the "Agreement"):

A. Expenditures 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 TIF-Funded Improvements for the Project reimbursed by the City to date:

$_____

C. The Park District requests reimbursement for the following cost of TIF-Funded Improvements:

$_____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Park District 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 Agreement are true and correct and the Park District 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 a Default, exists or has occurred.

3. The Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications.

4. The Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

Chicago Park District

By: _____
Name

Title: _____

Subscribed and sworn before me this
_____ day of _____, _____

_____

My commission expires: _____

Agreed and Accepted:

_____
Name

Title: _____

City of Chicago
Department of Housing and Economic Development

(Sub)Exhibit "D".
(To Intergovernmental Agreement
With Chicago Park District)

Project Budget; TIF-Funded Improvements.

The total cost of the project is $2,000,000. In no event, however, shall funding from the 63rd/Ashland TIF Fund, including any 60th and Western Increment that is ported into the 63rd/Ashland TIF Fund, exceed $2,000,000.

Sources Budget:

City of Chicago (TIF)	$2,000,000

Uses Budget:

Design, Survey and Ground Penetrating Radar	$ 250,000
Artificial Turf Field	850,000
Drainage	150,000
Soil and Foundation Removal	250,000
New Track	500,000
TOTAL PROJECT COSTS:	$2,000,000

The Commissioner may approve changes to this preliminary Budget.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT REGARDING PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FOR IMPROVEMENTS TO UNION PARK.

[O2013-6235]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Housing and Economic Development to enter into and execute an intergovernmental agreement with the Chicago Park District for the redevelopment of Union Park, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 local government under Article VII, Section 6(a) of the 1970 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 Chicago Park District (the "Park District"), is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois and, as such, is authorized to exercise control over and supervise the operation of parks within the corporate limits of the City; and

WHEREAS, The Park District has undertaken to rehabilitate and make interior improvements and energy efficiency improvements to the fieldhouse and the poolhouse (said improvements collectively referred to as the "Project") located on a parcel of land known as Union Park, which is generally located at 1501 West Randolph Street, Chicago, Illinois and legally described in Exhibit A (the "Property"); and

WHEREAS, The Property lies wholly within the boundaries of the Central West Redevelopment Area (as hereinafter defined); and

WHEREAS, The City 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 blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, In accordance with the provisions of the Act, and pursuant to ordinances adopted on February 16, 2000 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") for said date at pages 25276 -- 25431, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Central West Redevelopment Project Area" (the "Central West Redevelopment Area"); (ii) designated the Central West Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Central West Redevelopment Area; furthermore, the Plan, the Central West Redevelopment Area, its designation as a "redevelopment project area" and the tax increment allocation financing adopted for the Central West Redevelopment Area were amended pursuant to ordinances adopted on March 12, 2008 and published in the *Journal of Proceedings* for said date at pages 22072 -- 22292, and the Plan was further amended pursuant to an ordinance adopted on September 8, 2011 and published in the *Journal of Proceedings* for said date at pages 6051 -- 6136; and

WHEREAS, Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs

and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Central West Redevelopment Area shall be known as the "Central West Increment"); and

WHEREAS, The City wishes to make available to the Park District a portion of the Central West Increment in an amount not to exceed $2,050,000 for the purpose of partially funding the Project (the "TIF-Funded Improvements") in the Central West Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined); and

WHEREAS, The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Central West Redevelopment Area; and

WHEREAS, The Park District is a taxing district under the Act; and

WHEREAS, In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

WHEREAS, The City and the Park District wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit B (the "Agreement") whereby the City shall pay for or reimburse the Park District for a portion of the TIF-Funded Improvements; 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 City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

SECTION 3. Subject to the approval of the Corporation Counsel of the City of Chicago as to form and legality, and to the approval of the Chief Financial Officer, the Commissioner of Housing and Economic Development is authorized to execute and deliver the Agreement, and

such other documents as are necessary, between the City of Chicago and the Park District, which Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

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 other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description (subject to survey and title commitment):

Parts of Lots 4, 5 and 6 in Circuit Partition of the southwest quarter of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian, lying south of the south line of West Lake Street, east of the east line of North Ashland Avenue, north of the north line of West Warren Avenue, westerly of the west line of West Bryan Place and northwesterly of West Ogden Avenue, in Cook County, Illinois.

Above described parcel contains approximately 14.23 acres.

General Location And Common Address:

1501 West Randolph Street.

Permanent Index Number:

17-08-321-001-0000.

Exhibit "B".
(To Ordinance)

Intergovernmental Agreement With
Chicago Park District.
(Union Park)

This Agreement is made this ____ day of_____, 2013 (the "**Closing Date**"), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the "**City**"), an Illinois municipal corporation, by and through its Department of Housing and Economic Development or any successor thereto ("**HED**"); and the Chicago Park District (the "**Park District**"), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the"Parties."

RECITALS

A. The City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs.

B. The Park District is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of parks within the corporate limits of the City.

C. The Park District seeks payment or reimbursement of funds it intends to expend or has expended for the rehabilitation of certain facilities which are a part of Union Park (the "**Project**"), an approximately 14.23 acre park located at 1501 W. Randolph Street and legally described in **Exhibit A** (the "**Property**").

D. The Park District owns the Property and the Property lies wholly within the boundaries of the Central West Redevelopment Area (as hereinafter defined).

E. The City 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 blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects.

F. In accordance with the provisions of the Act, pursuant to ordinances adopted on February 16, 2000 and published in the Journal of the Proceedings of the City Council (the "Journal") for said date at pages 25276—25431, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City known as the "Central West Redevelopment Project Area" (the "Central West Redevelopment Area"); (ii) designated the Central West Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Central West Redevelopment Area. Furthermore, the Plan, the Central West Redevelopment Area, its designation as a "redevelopment project area" and the tax increment allocation financing adopted for the Central West Redevelopment Area were amended pursuant to ordinances adopted on March 12, 2008 and published in the Journal for said date at pages 22072 to 22292, and the Plan was further amended pursuant an ordinance adopted on September 8, 2011 and published in the Journal of Proceedings for said date at pages6051 to 6136.

G. Under 65 ILCS 5/11-74.4-3(q)(7), such incremental ad valorem taxes which pursuant

to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("**Increment**") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs. (Increment collected from the Central West Redevelopment Area shall be known as the "**Central West Increment**").

H. The Park District is a taxing district under the Act.

I. HED wishes to make available to the Park District a portion of the Central West Increment in an amount not to exceed a total of $2,050,000 (the "**TIF Assistance**"), subject to Section 2.6, for the purpose of funding the Project (the "**TIF-Funded Improvements**") in the Central West Redevelopment Area to the extent and in the manner provided in the Agreement (as hereinafter defined).

J. The Plan contemplates that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Central West Redevelopment Area.

K. The Park District is a taxing district under the Act.

L. In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

M. The City and the Park District wish to enter into this Agreement whereby the Park District shall undertake the Project and the City shall reimburse the Park District for the TIF-Funded Improvements made pursuant to the Project.

N. On_____, the City Council adopted an ordinance published in the Journal for said date at pages_____, (the "**Authorizing Ordinance**"), among other things, authorizing the execution of this Agreement

O. On January 16, 2013, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept TIF Assistance from the City for the Project and authorizing the execution of this Agreement (the"**Park District Ordinance**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration the receipt and sufficiency of which arehereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

SECTION 1. THE PROJECT.

1.1. No later than eighteen (18) months from the Closing Date, or later as the Commissioner of HED (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.2. The plans and specifications for the Project (the "Plans and Specifications") shall at a minimum meet or shall have met the general requirements set forth in Exhibit B hereof and comply with plans and specifications which the Park District will have provided to, and be approved by, HED prior to the disbursement of the TIF Assistance. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.3. The Park District shall also provide the City with copies of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a public park from all appropriate governmental authorities, including evidence that the Property is appropriately zoned to be used, occupied, and operated as a public park.

1.4. The Park District shall include a certification of compliance with the requirements of Sections 1.1, 1.2, and 1.3 hereof with the request for the TIF Assistance hereunder at the time the Project is completed and prior to any disbursement of the TIF Assistance. The City shall be entitled to rely on this certification without further inquiry. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

SECTION 2. FUNDING

2.1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this **Section 2** and such other conditions contained in this Agreement, disburse the TIF Assistance to the Park District

2.2. The City shall establish a special account within the Central West Redevelopment Project Area Special Tax Allocation Fund; such special account shall be known as the "**Union Park—Fieldhouse Account**." Disbursement of TIF Assistance funds will be subject to the availability of Central West Increment in the Union Park Account, subject to all restrictions on and obligations of the City contained in all Central West Ordinances, or relating to the Central West Increment and all agreements and other documents entered into by the City pursuant thereto.

2.3. Within **[15]** days after the Closing Date or such longer period of time as may be agreed to by the Commissioner, but in no event later than **[90]** days after the execution of this Agreement (the **"Satisfaction Period"**), the Park District must satisfy to the reasonable satisfaction of the Commissioner, the following conditions precedent for City's disbursement of the TIF Assistance to the Park District:

2.3.1. the Park District has satisfactory title to the Property, which may be evidenced by an acceptable title insurance policy, subject only to those title exceptions acceptable to the City and the Park District; and

2.3.2. the Park District has satisfied the conditions stated in this **Section 2.3** within the Satisfaction Period. If the Park District is unable to satisfy said conditions, either Party may terminate this Agreement by providing written notice to the other Party.

2.4. The Park District may request payment from the City by submitting a Certificate of Expenditure in the form of **Exhibit D** hereto ("**Certificate of Expenditure**") be processed and executed periodically, but in no event more frequently than quarterly. The City shall not execute and approve Requisitions for Payment in the aggregate in excess of the actual costs of the Project that are TIF-Funded Improvements, and in no event in an amount greater than the TIF Assistance. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to HED. Delivery by the Park District to the City of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

2.4.1. the total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

2.4.2. all amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment;

2.4.3 the Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications; and

2.4.4. the Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

2.5. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified to in **Section 2.4** are true and correct, and any execution and approval of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Park District.

2.6. The current estimated cost of the entire Project is $2,050,000. The Park District has delivered to the Commissioner a budget for the Project attached as **Exhibit C**. The Park District certifies that it has identified sources of funds, including the TIF Assistance, sufficient to complete its budgeted portion of the Project. The Park District agrees that the City will only contribute TIF Assistance to reimburse the Park District for the costs of the Project and that all costs of completing the Project over the TIF Assistance shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so

notify the City in writing, and the Park District may narrow the scope of the Project (the "**Revised Project**") as agreed with the City in order to complete the Revised Project with the available funds.

2.7. **Exhibit C** contains a preliminary list of capital improvements, equipment costs, general construction costs, and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of the TIF Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Plan. Prior to the expenditure of TIF Assistance funds on the Project, the Commissioner, based upon the Project budget, may make such modifications to **Exhibit C** as he or she wishes in his or her discretion to account for all of the TIF Assistance funds to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment projectcosts under the Act, (ii) qualify as eligible costs under the Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of TIF Assistance funds, subject to the terms of this Agreement.

2.8. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the TIF Assistance are subject in every respect to the availability of funds as described in and limited by this **Section 2**. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the TIF Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

2.9. If the aggregate cost of the Project is less than the amount of the TIF Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the TIF Assistance contemplated by this Agreement and the amount of the TIF Assistance actually paid by the City to the Park District and expended by the Park District on the Project.

SECTION 3. TERM.

The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the Central West Redevelopment Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. It shall be the responsibility of the Park District, at its sole cost and expense, to investigate and determine the soil and environmental condition of the Property, including obtaining phase I and, if applicable, phase II environmental audits for the Property and (b) to determine if any environmental remediation is necessary with respect to the Property or the Project, and any such work that the Park District determines is required shall be performed at its sole cost and expense as the parties understand and agree that the City's financial obligation shall be limited to an amount not to exceed the TIF Assistance which is provided solely for the items set forth on Exhibit C. The City makes no covenant, representation, or warranty as to the environmental condition of the Property or the suitability of the Property as a park or for any use whatsoever.

4.2. The Park District agrees to carefully inspect the Property prior to commencement of any activity related to the Project to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

SECTION 5. INSURANCE.

5.1. The Park District shall provide and maintain at the Park District's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

5.1.1. Workers Compensation and Employers Liability. Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident or illness.

5.1.2. Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations, explosion, collapse, underground, 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, non-contributory basis for any liability arising directly or indirectly from the work.

5.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Park District shall provide or cause to be provided, Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

5.1.4. Professional Liability. When any architects, engineers or professional consultants perform work in connection with this Agreement, the Park District shall cause to be provided, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than $1,000,000.

5.1.5. Self Insurance. To the extent permitted by applicable Law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

5.2. The Park District will furnish the City at the address stated in **Section 8.13**, original Certificates of Insurance evidencing the required coverage to be in force on the Closing Date, and renewal Certificates of Insurance, promptly as any requisite insurance is renewed. The Park District

shall submit evidence of insurance on the City's Insurance Certificate Form or equivalent prior to the Closing Date. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this 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 shall not be deemed to be a waiver by the City.

5.3. The Park District shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Park District of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or this Agreement may be terminated.

5.4. The required insurance shall provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or nonrenewed.

5.5. Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Park District and its contractors.

5.6. The Park District agrees that insurers shall waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.7. The Park District expressly understands and agrees that any coverage and limits furnished by the Park District shall in no way limit the Park District's liabilities and responsibilities specified by this Agreement or by law.

5.8. The Park District expressly understands and agrees that any insurance or self insurance programs maintained by the City shall not contribute with insurance provided by the Park District under this Agreement.

5.9. 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.

5.10. The Park District shall require all subcontractors to provide the insurance required herein and insurance customarily required by the Park District or the Park District may provide the coverages for subcontractors. All subcontractors shall be subject to the same insurance requirements of the Park District unless otherwise specified herein. In all contracts relating to the Project, the Park District agrees to require the contractor to name the City as an additional insured on insurance coverages and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees, or agents.

5.11. The City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

6.1. The Park District agrees to indemnify and hold the City, its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the City arising from or in connection with (i) the Park District's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Park District's or any contractor's failure to pay general contractors, subcontractors or materialmen in connection with the Project. The defense and indemnification obligations in this **Section 6.1** shall survive any termination or expiration of this Agreement.

6.2. No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

SECTION 7. DEFAULT.

7.1. If the Park District, without the City's written consent, fails to complete the Project within 36 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

7.2. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in **Section 7.1** and such default is not cured as described in **Section 7.3** hereof, the City may terminate this Agreement.

7.3. Prior to termination, the City shall give its notice of intent to terminate 30 days prior to termination at the address specified in **Section 8.13** hereof, and shall state the nature of the default. In the event Park District does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

7.4. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

SECTION 8. GENERAL PROVISIONS.

8.1. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Ordinance. The Parties represent and warrant to each other that they have the authority toenter into this Agreement and perform their obligations hereunder.

8.2. Assignment. This Agreement, or any portion thereof, shall not be assigned by either Party without the prior written consent of the other.

8.3. Compliance with Laws. The Parties agree to comply with all federal, state and local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

8.4. Consents. Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

8.5. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8.6. Counterparts. This Agreement may be executed in several counterparts and by a different Party in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

8.7. Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

8.8. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party 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. Nothing contained in this Agreement, nor any act of theParties, shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.11. Modification or Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.

8.12. No Implied Waivers. No waiver by either Party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case will, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

8.13. Notices. 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) electronic communications, whether by telex, telegram, facsimile (fax); (c) overnight courier or (d) registered or certified first class mail, return receipt requested.

To the City:
City of Chicago
Department of Housing and Economic Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

With copies to:
City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District:
Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5276 (Fax)

With copies to:
Chicago Park District
General Counsel
541 North Fairbanks, Room 300
Chicago, Illinois 60611
(312) 742-4602
(312) 742-5316 (Fax)

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

8.14. 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.

8.15. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact in all matters under this Agreement.

For the City: Nelson Chueng
City of Chicago
Department of Housing and Economic Development
City Hall, Room 1101
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-5756
(312) 744-7996 (Fax)

For the Park District: Rob Rejman
Chicago Park District
Director of Planning and Construction
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4685
(312) 742-5347 (Fax)

Each Party agrees to promptly notify the other Party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such Party for the purpose hereof

8.16. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

8.17. Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

8.18. Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

8.19. Time. Time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation, by and through its Department of Housing and Economic Development

By:_____
Andrew J. Mooney
Commissioner

CHICAGO PARK DISTRICT, a body politic and corporate of the State of Illinois

By:_____
Michael P. Kelly
General Superintendent and CEO

ATTEST

By: _____
Kantrice Ogletree
Secretary

[(Sub)Exhibit "B" referred to in this Intergovernmental Agreement with Chicago Park District unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement with Chicago Park District constitutes Exhibit "A" to ordinance and printed on page 60729 of this *Journal*.]

(Sub)Exhibits "C" and "D" referred to in this Intergovernmental Agreement with the Chicago Park District read as follows:

(Sub)Exhibit "C".
(To Intergovernmental Agreement
With Chicago Park District)

Project Budget/TIF-Funded Improvements.

Preliminary Budget:

Window repair and replacement	$ 625,000
Roof replacement	375,000
Masonry	250,000
HVAC	800,000
TOTAL:	$2,050,000

The Commissioner may approve changes to the preliminary budget.

(Sub)Exhibit "D".
(To Intergovernmental Agreement
With Chicago Park District)

Form Of Certificate Of Expenditure.

State of Illinois)
) SS.
County of Cook)

The affiant, Chicago Park District (the "Park District"), an Illinois municipal corporation, hereby certifies that with respect to that certain Intergovernmental Agreement between the Park District and the City of Chicago dated _____, _____ (the "Agreement"):

A. Expenditures 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 TIF-Funded Improvements for the Project reimbursed by the City to date:

$_____

C. The Park District requests reimbursement for the following cost of TIF-Funded Improvements:

$_____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Park District 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 Agreement are true and correct and the Park District 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 a Default, exists or has occurred.

3. The Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications.

4. The Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

Chicago Park District

By: _____
Name

Title: _____

Subscribed and sworn before me this
_____ day of _____, _____.

_____

My commission expires: _____

Agreed and Accepted:

_____
Name

Title: _____

City of Chicago
Department of Housing and Economic Development

SUPPORT OF COOK COUNTY CLASS C TAX INCENTIVE FOR PROPERTY AT W. 15TH ST. AND S. ROCKWELL ST., W. 17TH ST. AND S. ROCKWELL ST. AND W. 18TH ST. AND S. ROCKWELL ST.

[O2013-6587]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance approving a Class C real estate tax incentive classification for Chicago Film Studios LLC, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Classification 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 or commercial purposes; and

WHEREAS, The City, consistent with the Classification Ordinance, wishes to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Chicago Film Studios Industrial Real Estate Holdings LLC, an Illinois limited liability company (the "Applicant") purchased certain real estate that was a portion of the Joseph T. Ryerson & Son, Inc. steel plant located generally at West 17th Street and South Rockwell Street, Chicago, Illinois 60608 (the "Center Plant"), as described on Exhibit A hereto; and

WHEREAS, Chicago Film Studios North LLC, an Illinois limited liability company ("CFS North") purchased certain real estate that was a portion of the Joseph T. Ryerson & Son, Inc. steel plant located generally at West 15th Street and South Rockwell Street, Chicago, Illinois 60608 (the "North Plant"), as described on Exhibit B hereto; and

WHEREAS, Chicago Film Studios South LLC, an Illinois limited liability company ("CFS South") purchased certain real estate that was a portion of the Joseph T. Ryerson & Son, Inc. steel plant located generally at West 18th Street and South Rockwell Street, Chicago, Illinois 60608 (the "South Plant"), as described on Exhibit C hereto; and

WHEREAS, On October 15, 2012, CFS North and CFS South merged into the Applicant; and

WHEREAS, The Applicant is now the sole owner of the Center Plant, the North Plant and the South Plant, which are collectively referred to herein as the "Subject Property"; and

WHEREAS, The Subject Property has undergone environmental testing and was found to contain certain adverse environmental conditions (the "Contamination"); and

WHEREAS, Neither the Applicant nor the Applicant's individual owners are directly or indirectly responsible for creating the Contamination; and

WHEREAS, The Applicant has undertaken environmental remediation at the Subject Property and received from the Illinois Environmental Protection Agency's Site Remediation Program (1) a No Further Remediation Letter dated August 21, 2012 for the Center Plant, (2) a No Further Remediation Letter dated August 21, 2012 for the North Plant, and (3) a No Further Remediation Letter dated March 25, 2013 for the South Plant (collectively, the "NFR Letters"); and

WHEREAS, The costs of remediating the Contamination on each of the Center Plant, the North Plant and the South Plant exceeded $100,000 in accordance with the eligibility requirements for Class C classification pursuant to the Classification Ordinance; and

WHEREAS, The Applicant is in the process of constructing a development consisting of an approximately one million square foot film studio on the Subject Property (the "Development") to be used for commercial purposes in accordance with the eligibility requirements for Class C classification pursuant to the Classification Ordinance; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone Number 1 (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), and within the boundaries of the Western/Ogden 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 Redevelopment Project Areas and Enterprise Zones are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, The Applicant has filed three applications, one for each of the Center Plant, the North Plant and the South Plant, for the Class C classification with the Office of the Cook County Assessor (the "Assessor") pursuant to the Classification Ordinance; and

WHEREAS, The Classification Ordinance requires that, in connection with the filing of a Class C application with the Assessor, an applicant must obtain from the municipality in which such real estate is located an ordinance or resolution expressly stating that the municipality has determined that the classification incentive is necessary for the development of the property to occur and that the municipality supports and consents to the Class C classification; and

WHEREAS, It is acknowledged that such ordinance has not been obtained within the time frame set forth in the Classification Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class C classification is eligible pursuant to the Classification Ordinance; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class C classification is necessary for the Development to occur on the Subject Property.

SECTION 3. The City hereby expressly supports and consents to the Class C classification with respect to the Subject Property.

SECTION 4. The City Clerk of the City is authorized and hereby directed to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with each of the Class C applications filed with the Assessor by the Applicant, as applicant, in accordance with the Classification Ordinance.

SECTION 5. To the extent that any ordinance, resolution, 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 be controlling. If any section, paragraph, clause or provision 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 immediately upon its passage and approval.

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

Exhibit "A".

Center Plant Legal Description:

Parcel E.

Tract 1.

Lots 1 and 2 in Ryerson's Resubdivision of Lots 17 and 18 of Ogden's Subdivision of the east half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tract 2.

Parts of Sublots 2, 3 and 6 in Block 10 in the subdivision of Lots 2, 3, 5 to 8 and 13 to 16, all inclusive, of Ogden's Subdivision of the east half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, and being further described as follows, to wit:

beginning at the northeast corner of said Sublot 2 in the south line of West 15th Street; thence westwardly along said south line, 55.6 feet to a corner; thence southwardly parallel with the east line of said sublots, 143 feet to a point 1 foot north of the south line of said Sublot 6; thence northwardly by a curve convex to the east having a radius of 441.88 feet for a distance of 154.21 feet to the place of beginning, in Cook County, Illinois.

Tract 3.

Sublots 2, 3 and 6 in Block 10 in the subdivision of Lots 2, 3, 5 to 8 and 13 to 16, all inclusive, of Ogden's Subdivision of the east half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, except that part of said sublots described as follows, to wit:

beginning at the northeast corner of said Sublot 2 in the south line of West 15th Street; thence westwardly along said south line, 55.6 feet to a corner; thence southwardly parallel with the east line of said sublots, 143 feet to a point 1 foot north of the south line of said Sublot 6; thence northwardly by a curve convex to the east having a radius of 441.88 feet for a distance of 154.21 feet to the place of beginning, in Cook County, Illinois.

Tract 4.

The west 12.4 feet of Sublots 1, 4 and 5, part of the west 12.4 feet of Sublot 8 in Block 10 of Ogden's Subdivision of the east half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tract 5.

Sublots 7, 10, 11, 14, 15, 18, 19, 22 and 23 in Block 10 in the subdivision of Lots 2, 3, 5 to 8 and 13 to 16, all inclusive, of Ogden's Subdivision of the east half of the northeast

quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, together with that part of Lots 8, 9, 12, 13, 16, 17, 20, 21 and 24 in Block 10 falling in the following described property:

beginning where the north line of West 16th Street meets the west line of the east 55.6 feet of Lot 23 in said Block 10; thence due north 435 feet to a point; thence due east 81.5 feet to a point; thence due south 434.31 feet to a point in said northerly line of West 16th Street in the southerly line of Lot 24; thence south 89 degrees, 52 minutes west along said north line of West 16th Street, being along said southerly line of Lots 24 and 23 in said Block 10, 81.5 feet to the place of beginning.

Parcel I.

Tract 1.

Lots 1 through 10, inclusive, in Kerr and Crowley's Subdivision of Lots 1, 2, 3, 4, 47, 48, 49 and 50 in the subdivision of Block 3 of Walker's Douglas Park Addition, a subdivision of the east three quarters of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tract 2.

Lots 5 through 17 and Lots 26 through 46, inclusive, all in Block 3 of Walker's Douglas Park Addition, a subdivision of the east three-quarters of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Together with all interest, if any, of Grantor in and to the land lying within any street or roadway adjoining the aforedescribed property or any vacated or hereafter vacated street or alley adjoining said property, up to the centerline of such street or alley.

Together with all right title and interest of the Grantor in an overhead walkway (the "Walkway") connecting the southwest corner of the building situated on the aforesaid Parcel E to a building owned by the Grantor at the southeast corner of South Rockwell Street and West 16th Street (the "Service Building"). The conveyance of the Walkway shall not confer any right upon purchaser or its employees to access the Service Building.

Permanent Real Estate Tax Index Numbers (PINs) And Addresses In Chicago, Illinois:

Permanent Index Numbers	Address
16-24-223-001	2558 West 16th Street
16-24-223-002	2519 West 15th Street
16-24-223-006	2515 West 15th Street
16-24-223-004	2508 West 16th Street
16-24-402-010	1627 South Washtenaw Avenue
16-24-402-009	1625 South Washtenaw Avenue
16-24-402-008	1623 South Washtenaw Avenue
16-24-402-007	1621 South Washtenaw Avenue
16-24-402-006	1617 South Washtenaw Avenue
16-24-402-005	1611 South Washtenaw Avenue
16-24-402-004	1609 South Washtenaw Avenue
16-24-402-003	1607 South Washtenaw Avenue
16-24-402-002	1603 South Washtenaw Avenue
16-24-402-001	1601 South Washtenaw Avenue
16-24-402-047	2641 West 16th Street
16-24-402-025	1610 South Rockwell Street
16-24-402-048	2620 West 17th Street

Exhibit "B".

North Plant Legal Description:

Legal Description.

Parcel D.

Lots 1 to 11, inclusive, and Lots 17 to 22, inclusive, in Pope's Subdivision of Lots 1, 2, 3, 4, 10, 11, 12 and 13 in Block 8 in Cook and Anderson's Subdivision of the west half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel K.

Lots 1 through 25, both inclusive, in Block 8 in Ogden & Coghill's Subdivision of Lots 2, 3, 5, 6, 7, 8, 13, 14, 15, 16, 17 and 18 in William B. Ogden's Subdivision of the east half of the northeast quarter of Section 24, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel L.

Lots 2, 3, 6, 7, 10, 11, 14, 15, 18, 19, 22 and 23 in Block 7 in Ogden & Coghill's Subdivision of Lots 2, 3, 5, 6, 7, 8, 13, 14, 15, 16, 17 and 18 in William B. Ogden's Subdivision of the east half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian.

Also,

A tract of land bounded and described as follows:

commencing at the northeast corner of Lot 2 in Block 7 in Ogden & Coghill's Subdivision aforesaid and running thence north 33 feet; thence west 148.55 feet; thence north 24 degrees, 16 minutes west 108.4 feet to the southerly line of West Ogden Avenue; thence southwesterly along the southerly line of West Ogden Avenue 33 feet to the northeast corner of Block 8 in said Ogden & Coghill's Subdivision; thence southerly along the east line of said Block 8 to the north line of West 15th Street; thence east 66 feet to the southwest corner of said Block 7; thence north along the west line of said Block 7 to the northwest corner thereof; and thence east along the north line of said Block 7 to the place of beginning, all in Cook County, Illinois.

Parcel M.

The west 5 feet of Lots 1, 4, 5, 8, 9, 12, 13, 16, 17, 20, 21 and 24 in Block 7 in Ogden & Coghill's Subdivision of Lots 2, 3, 5, 7, 8, 13, 14, 15, 16, 17 and 18 in William B. Ogden's Subdivision of the east half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel N.

Lots 7 and 8 in Block 5 in Ogden & Coghill's Subdivision of Lots 2, 3, 5, 6, 7, 8, 13, 14, 15, 16, 17 and 18 in William B. Ogden's Subdivision of the east half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Together with alleys vacated as follows:

All vacated alleys located within the land, taken as a tract.

Permanent Real Estate Tax Index Numbers (PINs) And Addresses In Chicago, Illinois:

Permanent Index Numbers	Address
16-24-222-014	2615 West 15th Street
16-24-222-013	2617 West 15th Street
16-24-222-011	2625 West 15th Street
16-24-222-037	2600 West 15th Place
16-24-219-002	2530 West 15th Street
16-24-219-011	2547 West Ogden Avenue
16-24-222-038	2601 West 15th Street
16-24-222-012	2621 West 15th Street
16-24-222-031	2612 West 15th Place
16-24-219-001	2600 West 16th Street
16-24-219-009	2513 West 14th Street
16-24-219-012	2543 West Ogden Avenue

Exhibit "C".

South Plant Legal Description:

A. Property Description.

Parcel C.

That part of Block 2 and that part of the 30-foot strip of land as "reserved for the right-of-way for railroad tracks" lying east of and adjoining the east line of said Block 2, all taken as a tract, excepting therefrom that part thereof lying easterly of the following described line:

beginning at the point of intersection of the north line of said Block 2 with a line 60.00 feet (as measured perpendicularly) west of and parallel with the east line of said block; thence southerly along said parallel line 44.00 feet to the northwest corner of land as described in Document Number 14046993 recorded May 1, 1947; thence east along the boundary line of said land as described in Document Number 14046993, said boundary line being more particularly described as follows: commencing at the aforesaid northwest corner of said land; thence easterly parallel with the north line of said Block 2, a distance of 21.15 feet; thence south 16 degrees, 54 minutes east 24.00 feet; thence south 20 degrees, 42 minutes east 66.96 feet; thence easterly crossing the east line of said Block 2, a distance of 11.10 feet; thence southerly 65.41 feet to the southeast corner of said land as described in Document Number 14046993, also excepting from the aforesaid tract that part lying easterly of the easterly line of land as described in Document Number 17869398 recorded June 1, 1960, being more particularly described as follows: commencing at the southwest corner of said land per Document Number 17869398, being a point in the south line of said Block 2 and 64.00 feet east of the west line of the east 100.00 feet of said Block 2; thence east along the south line of said Block 2, a distance of 31.58 feet; thence northerly along a curve to the left, having a radius of 523.00 feet, a central angle of 06 degrees, 58 minutes, 02 seconds, a chord of 63.56 feet, the arc distance of 63.60 feet to a point of tangent distant 63.13 feet north of the south line of said Block 2 extended east; thence northerly on a line parallel with and 102.90 feet east easterly, at right angles from said west line of the east 100.00 feet of said Block 2, a distance of 341.80 feet to the southeast corner of the aforesaid land as described in Document 14046993, also excepting from the aforesaid tract the west 33.00 feet of said Block 2 as dedicated for street purposes per Document Number 3340353 recorded January 9, 1903, all in the aforesaid Walker's Douglas Park Addition in Cook County, Illinois.

Parcel F.

Tract 1.

The west 348.25 feet (as measured along the north line of Block 5) north of the Chicago, Burlington and Quincy Railroad right-of-way of Block 5 of Walker's Douglas Park Addition, a subdivision of the east three-quarters of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, together with a strip of land 17 feet wide (measured on the east and west sides thereof) lying north of and adjoining the north right-of-way line of Chicago, Burlington and Quincy Railroad and across the east 62.97 feet of the west 411.22 feet of the northeast quarter of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

Tract 2.

That part of Block 5 of Walker's Douglas Park Addition, a subdivision of the east three-quarters of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, excepting "Railroad Lands", described as follows, to-wit:

beginning at a point on the south line of West 18th Street 348.25 feet east of the west line of said block measured along said south line (said west line being the west line of the northeast quarter of the southeast quarter of said section); thence running east, along said south line to a line 100 feet west of the east line of said block (said east line being 30 feet west of the west line of the 60-foot strip of land convened to the Chicago & Great Eastern Railway Company by George S. Robbins by deed dated October 17, 1864); thence south parallel to the east line to a line northerly of and 75 feet distance from the northerly line of the right-of-way of the Chicago, Burlington & Quincy Railroad Company (said right-of-way being the south line of said block); thence southwesterly parallel to said right-of-way line, 120 feet; thence south along a line parallel to the east line of said block to a point 17 feet north of said right-of-way, measured along said parallel line; thence southwesterly, parallel to said right-of-way line to a point 348.25 feet east of the west line of said block, measured along a line parallel to the north line of said block; thence south along a line parallel to said west line to said right-of-way line; thence southwesterly, along said right-of-way line to a line which is parallel to the east line of said block and which passes through the point of beginning; thence north along said parallel line to the place of beginning, in Cook County, Illinois.

Tract 3.

That part of Block 5 of Walker's Douglas Park Addition, a subdivision of the east three-quarters of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian (excepting railroad lands) bounded and described as follows:

beginning at the point of intersection with the north line of said block with a line drawn 100 feet west of and parallel with the east line of said block (said east line being 30 feet west of the west line of the 60-foot strip of land conveyed to the Chicago & Great Eastern Railway Company by George's Robbins by deed October 17, 1864); thence south parallel to the east line to a line northerly of and 75 feet distance from the northerly line of the right-of-way of the Chicago, Burlington & Quincy Railroad Company (said right-of-way being the south line of said block); thence southwesterly parallel to said right-of-way line, 120 feet; thence south along a line parallel to the east line of said block to a point 17 feet, as measured along a line parallel with the southeasterly line of said block; thence northeasterly along said parallel line to the point of intersection with the east line of the west 411.22 feet of said block; thence south along said east line of the west

411.22 feet a distance of 17.00 feet to the southeasterly line of said block; thence northeasterly along the southeasterly line of said block to the southeast corner thereof; thence north along the east line of said block to the northeast corner thereof; thence west along the north line of said block 100 feet to the herein designated place of beginning, all in Cook County, Illinois.

Parcel G.

Tract 1.

Lots 1 through 23, inclusive, in the subdivision of the north 141 feet of block of Walker's Douglas Park Addition, a subdivision of the east three-quarters of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Tract 2.

Lots 1 through 25, inclusive, in the subdivision of Block 4 (except the north 141 feet thereof) of Walker's Douglas Park Addition, a subdivision of the east three quarters of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel H.

Lots 26 to 42, inclusive, in the subdivision of Block 4 (except the north 141 feet thereof) of Walker's Douglas Park Addition, a subdivision of the east three-quarters of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (except railroad lands).

Parcel I.

Lots 51 through 100, inclusive, all in Block 3 of Walker's Douglas Park Addition, a subdivision of the east three-quarters of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel J.

Lots 18 through 25, inclusive, all in Block 3 of Walker's Douglas Park Addition, a subdivision of the east three-quarters of the southeast quarter of Section 24, Township 19 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel O.

Lots 32 to 39, inclusive (except the north 7 feet, 11½ inches of said Lot 39) and that part of Lots 29, 30, and 31 in Block 3 in McMahan's Subdivision of the west half of the west half of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Principal Meridian, described as follows: beginning at the northeast corner of Lot 31; running thence west to the northwest corner of said Lot 31; thence south on the west line of Lots 29, 30 and 31 to a point 0.3 of a foot south of the northwest corner of said Lot 29; thence northeasterly on a straight line to a point in the east line of said Lot 31, which point is 13.8 feet south of the northeast corner of said lot; thence north 13.8 feet to the place of beginning, in Cook County, Illinois.

Together with the vacated streets and alleys, as follows:

1. That part of vacated South Rockwell Street lying south of West 16th Street and north of the Chicago, Burlington and Quincy Railroad (vacated by Document Number 97841683) excepting therefrom that part conveyed in special warranty deed recorded March 17, 2011 as Document Number 1107644042.

2. The south half of vacated West 17th Street lying north of and adjoining aforesaid Parcel F (vacated by Document Number 88222848).

3. That part of vacated West 18th Street lying between aforesaid Parcels C and I to the north and Parcels F and G to the south (vacated by Document Number 25616478).

4. That part of vacated West 18th Place lying between aforesaid Parcel G to the north and aforesaid Parcel H to the south to the west line of vacated South Rockwell Street (vacated by Document Number 15722874).

5. That part of vacated West 18th Place lying south of aforesaid Parcel H to the west line of vacated South Rockwell Street (vacated by Document Number 25616478).

6. Vacated alley south of and adjoining the south line of Lots 51 to 75, both inclusive, and north of and adjoining the north line of Lots 76 to 100, both inclusive, in the subdivision of Block 3 of Walker's Douglas Park Addition, a subdivision of the east three-quarters of the southeast quarter of Section 21, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

7. Vacated alley south of and adjoining the south line of Lots 1 to 25, inclusive, in the subdivision of the north 141 feet of Block 4 of Walker's Douglas Park Addition, a subdivision of the east three-quarters of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian and north of and adjoining the north line of Lots 1 to 25, both inclusive, in the subdivision of Block 4 (except the north 141 feet thereof) of Walker's Douglas Park Addition, a subdivision of the east three-quarters of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, all in Cook County, Illinois.

Common Address:

2621 West 15th Place
Chicago, Illinois 60608.

Permanent Index Numbers:

16-24-411-001-0000, 16-24-411-002-0000, 16-24-409-040-0000, 16-24-409-038-0000, 16-24-411-006-0000, 16-24-409-039-0000, 16-24-410-001-0000, 16-24-403-055-0000, 16-24-402-047-0000, 16-24-402-025-0000, 16-24-408-043-0000, 16-24-404-003-0000, 16-24-504-017-0000.

Lots 1, 4, 5, 8, 9, 12, 13, 16, 17, 20, 21 and 24 in Block 7 in Ogden & Coghill's Subdivision of Lots 2, 3, 5, 6, 7, 8, 13, 14, 15, 16, 17 and 18 in William B. Ogden's Subdivision of the east half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, and identified as Parcel Number 16-24-219-010;

Also,

Lots 15 and 16 of Mrs. Anna Price's Subdivision, recorded January 24,1871;

Also,

That part of apparently vacated West 14th Street adjoining Lot 1 in Block 7 in Ogden and Coghill's Subdivision of Lots 2, 3, 5, 6, 7, 8, 13, 14, 15, 16, 17 and 18 in William B. Ogden's Subdivision of the east half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian and identified as Parcel Number 16-24-219-013;

Also,

Part of Lots 1, 4, 5, 8, 9, 12, 13, 16, 17, 20, 21 and 24 in Block 10 in Ogden's Subdivision of the east half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian and identified as Parcel Number 16-24-223-007;

Also,

Part of an apparent right-of-way, but not identified with a parcel number; lying east of Block 10 of Ogden's Subdivision, and west of the railroad right-of-way; bounded on the north by the north line of West 14th Street, and on the south by West 16th Street;

Also,

That part of Block 2 of Walker's Douglas Park Addition to Chicago, lying east of the railroad right-of-way and west of property now or formerly of Ryerson and identified as Parcel Number 16-24-504-018;

Also,

Part of that property apparently lying within the railroad right-of-way, bounded on the north by West 16th Street and on the south by the Burlington Northern & Santa Fe Railroad right-of-way and identified as Parcel Number 16-24-506-002,

Being more particularly described as follows:

beginning at the northeast corner of Lot 7 in Block B of Ogden & Coghill's Subdivision; thence along the easterly line of said lot, south 24 degrees, 11 minutes, 11 seconds east, a distance of 141.34 feet; thence south 00 degrees, 04 minutes, 49 seconds west, a distance of 33.00 feet; thence south 89 degrees, 55 minutes, 11 seconds east, a distance of 4.44 feet; thence south 00 degrees, 04 minutes, 49 seconds east, a distance of 693.00 feet to a point on the southerly right-of-way line of West 16th Street (66 feet west); thence along said right-of-way line, south 89 degrees, 58 minutes, 17 seconds east, a distance of 39.48 feet; thence leaving said right-of-way line, south 00 degrees, 01 minute, 55 seconds west, a distance of 44.00 feet; thence south 89 degrees, 58 minutes, 17 seconds east, a distance of 27.15 feet; thence south 16 degrees, 54 minutes, 00 seconds east, a distance of 24.00 feet; thence south 20 degrees, 42 minutes, 00 seconds east, a distance of 66.96 feet; thence south 89 degrees, 58 minutes, 17 seconds east, a distance of 11.10 feet; thence south 00 degrees, 04 minutes, 14 seconds west, a distance of 65.41 feet; thence south 00 degrees, 01 minute, 55 seconds west, a distance of 341.10 feet; thence along a curve to the right, a radius of 523.00 feet, a chord bearing south 06 degrees, 38 minutes, 38 seconds west, a chord length of 63.57 feet, an arc distance of 63.61 feet; thence south 00 degrees, 04 minutes, 29 seconds east, a distance of 33.00 feet; thence north 89 degrees, 55 minutes, 31 seconds east, a distance of 4.36 feet; thence south 00 degrees, 01 minute, 55 seconds west, a distance of 190.97 feet to a point on the northerly right-of-way line of the Chicago, Burlington and Quincy Railroad (elevated) (80 feet west); thence along said right-of-way line north 74 degrees, 28 minutes, 37 seconds east, a distance of 79.57 feet to a point on the easterly right-of-way line of the Penna Railroad (66 feet west); thence along said easterly right-of-way line, north 00 degrees, 04 minutes, 49 seconds west, a distance of 2,328.99 feet to the northeast corner of Lot 16 of Mrs. Anna Price's Subdivision; thence north 24 degrees, 09 minutes, 46 seconds west, a distance of 95.58 feet to a point on the southerly right-of-way line of Ogden Avenue (150 feet west); thence along said right-of-way line, south 65 degrees, 50 minutes, 14 seconds west, a distance of 239.63 feet to the point of beginning, containing 367,654 square feet, or 8.44 acres, more or less.

Permanent Real Estate Tax Index Numbers (PINs) And Addresses In Chicago, Illinois:

Permanent Index Numbers	Address
16-24-411-001	2533 West 18th Street
16-24-411-002	2511 West 18th Street
16-24-409-040	2601 West 18th Street
16-24-409-038	2606 West 18th Place
16-24-411-006	2511 West 18th Street
16-24-409-039	2658 West 18th Street
16-24-410-001	2655 West 18th Street
16-24-403-055	2607 West 17th Street
16-24-402-047	2641 West 16th Street
16-24-402-025	1610 South Rockwell Street
16-24-408-043	1834 South Washtenaw Avenue
16-24-404-003	2540 West 18th Street
16-24-504-017	2504 West 18th Street

LOAN AND REDEVELOPMENT AGREEMENT WITH CHICAGO NEIGHBORHOOD INITIATIVES, INC. FOR CONSTRUCTION OF MANUFACTURING AND DISTRIBUTION FACILITY IN VICINITY OF 111TH ST. AND S. ELLIS AVE.

[O2013-6725]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Housing and Economic Development to enter into and

execute a redevelopment agreement with Chicago Neighborhood Initiatives, Inc., 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, To induce certain redevelopment pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), in accordance with the provisions of the Act, pursuant to ordinances adopted on June 20, 2009, the City Council (the "City Council") of the City of Chicago (the "City"): (1) approved and adopted a redevelopment plan (the "North Pullman Redevelopment Plan") for the North Pullman Area Industrial Redevelopment Project Area (the "North Pullman Redevelopment Area") of the City; (2) designated the North Pullman Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the North Pullman Redevelopment Area (the "TIF Ordinance"); and

WHEREAS, To induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on December 13, 2000, the City Council: (1) approved and adopted a redevelopment plan (as amended pursuant to ordinances adopted on November 13, 2002 and November 19, 2008, the "Lake Calumet Redevelopment Plan") for the Lake Calumet Area Industrial Redevelopment Project Area

(the "Lake Calumet Redevelopment Area") of the City; (2) designated the Lake Calumet Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Lake Calumet Redevelopment Area; and

WHEREAS, Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation (the "Developer"), intends to acquire certain property which is located mostly within the North Pullman Redevelopment Area but also partially within the Lake Calumet Redevelopment Area in the vicinity of 111th Street and Ellis Avenue (the "Property"); and

WHEREAS, The Developer plans to commence and complete the preparation of the Property for construction of a manufacturing and distribution facility (the "Facility") (such preparation of the Property for the construction of the Facility shall be known herein as the "Project"); and

WHEREAS, The Developer has proposed to undertake the Project in accordance with the North Pullman Redevelopment Plan and the Lake Calumet Redevelopment Plan and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City; and

WHEREAS, Pursuant to Resolution 13-CDC-26 adopted by the Community Development Commission of the City of Chicago (the "Commission") on August 13, 2013, the Commission recommended that the Developer be designated as the developer for the Project, and authorized the City's Department of Housing and Economic Development ("HED") to negotiate, execute and deliver a redevelopment agreement with the Developer for the Project, to be financed in part by not to exceed $8,100,000 in ad valorem taxes which, pursuant to the TIF 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 North Pullman Redevelopment Project Area Special Tax Allocation Fund established to pay redevelopment project costs (as such term is defined in the Act) and obligations incurred in the payment thereof (such ad valorem taxes so allocated, collected, paid and deposited pursuant to the Act are known generally as "Increment", Increment from the North Pullman Redevelopment Area shall be known herein as "North Pullman Increment", and the not to exceed $8,100,000 in North Pullman Increment to be expended for the Project shall be known herein and in the proposed redevelopment agreement as the "City Funds"); and

WHEREAS, Pursuant to Section 5/11-74.4-4(q) of the Act, the City can use Increment from one redevelopment project area for eligible redevelopment project 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 Increment is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, To induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on January 16, 2002, the City Council: (1) approved and adopted a redevelopment plan (the "Roseland/Michigan Redevelopment

Plan") for the Roseland/Michigan Avenue Redevelopment Project Area (the "Roseland/ Michigan Redevelopment Area") of the City; (2) designated the Roseland/Michigan Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Roseland/Michigan Redevelopment Area; and

WHEREAS, The North Pullman Redevelopment Area is either contiguous to, or is separated only by a public right-of-way from, the Roseland/Michigan Redevelopment Area; and

WHEREAS, The Roseland/Michigan Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Roseland/Michigan Redevelopment Area ("Roseland/Michigan Increment") and the North Pullman Redevelopment Plan permits the receipt of Increment pursuant to Transfer Rights; and

WHEREAS, It is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Roseland/Michigan and North Pullman Redevelopment Plans to use Roseland/Michigan Increment in an amount up to $1,000,000 as part of (and not in addition to) the City Funds; and

WHEREAS, To induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on June 10, 1998, the City Council: (1) approved and adopted a redevelopment plan (as amended pursuant to an ordinance adopted on June 9, 2010, the "Stony Island/Burnside Redevelopment Plan") for the Stony Island Commercial and Burnside Industrial Corridors Redevelopment Project Area (the "Stony Island/Burnside Redevelopment Area") of the City; (2) designated the Stony Island/Burnside Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Stony Island/Burnside Redevelopment Area; and

WHEREAS, The North Pullman Redevelopment Area is either contiguous to, or is separated only by a public right-of-way from, the Stony Island/Burnside Redevelopment Area; and

WHEREAS, The Stony Island/Burnside Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Stony Island/Burnside Redevelopment Area ("Stony Island/Burnside Increment"); and

WHEREAS, It is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Stony Island/Burnside and North Pullman Redevelopment Plans to use Stony Island/Burnside Increment in an amount up to $1,500,000 as part of (and not in addition to) the City Funds; and

WHEREAS, The North Pullman Redevelopment Area is either contiguous to, or is separated only by a public right-of-way from, the Lake Calumet Redevelopment Area; and

WHEREAS, The Lake Calumet Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the Lake Calumet Redevelopment Area ("Lake Calumet Increment"); and

WHEREAS, It is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Lake Calumet and North Pullman Redevelopment Plans to use Lake Calumet Increment in an amount up to $5,600,000 as part of (and not in addition to) the City Funds; 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 Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of HED (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 in substantially the form attached hereto as Exhibit 1 and made a part hereof (the "Agreement"), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement and supporting documents. It is contemplated that People Against Dirty Property Management LLC, a Delaware limited liability company (and/or an affiliate thereof), the intended purchaser of the Property which shall construct, own and operate the Facility, shall sign a limited joinder to the Agreement with respect to certain provisions contained therein. The City shall exercise its Transfer Rights pursuant to the Act and applicable redevelopment plans to use Increment in an amount up to $8,100,000 as part of (and not in addition to) the City Funds.

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. 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 security for or payment of the instruments authorized by this ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for violation of any provision of the Municipal Code.

SECTION 6. 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.
(To Ordinance)

Chicago Neighborhood Initiatives, Inc.
Redevelopment Agreement.

This Chicago Neighborhood Initiatives, Inc. Redevelopment Agreement (the "Agreement") is made as of this _____day of _____ , 2013, between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing and Economic Development ("HED"), and Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation (the "Developer"). People Against Dirty Property Management, LLC, a Delaware limited liability company ("Method"), is signing a limited joinder hereto with respect to Sections 8.16(c), 8.17 and 18.27 hereof. The City, the Developer and Method (but only with respect to Sections 8.16(c), 8.17 and 18.27 hereof) shall be known herein as the "Parties."

RECITALS:

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals, and welfare of its inhabitants and, pursuant thereto, has the power to encourage private development in order to enhance the local tax base and create employment opportunities, and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City 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 through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: (i) To induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on June 30, 2009, and published at pages 65068 through 65179 of the Journal of Proceedings of the City Council (the Journal") for such date (the "North Pullman TIF Ordinances"), the City Council of the City (the "City Council"): (1) approved and adopted a redevelopment plan (the "North Pullman Redevelopment Plan") for the North Pullman Redevelopment Project Area (the "North Pullman Redevelopment Area") of the City; (2) designated the North Pullman Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the North Pullman Redevelopment Area (the "North Pullman TIF Adoption Ordinance"), (ii) To induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on December 13, 2000 and published at pages_____ through_____of the Journal for such date, the City Council: (1) approved and adopted a redevelopment plan (as amended pursuant to ordinances adopted on November 13, 2002 and November 19, 2008, the "Lake Calumet Redevelopment Plan") for the Lake Calumet Area Industrial Redevelopment Project Area (the "Lake Calumet Redevelopment Area") of the City; (2) designated the Lake Calumet Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Lake Calumet Redevelopment Area, (iii) The North Pullman and Lake Calumet Redevelopment Project Areas (collectively, the "Redevelopment Areas") are legally described in Exhibit A.

D. The Project: The Developer will purchase (the "Acquisition") certain property located mostly within the North Pullman Redevelopment Area but also partially within the Lake Calumet Redevelopment Area in the vicinity of 111th and Ellis Avenue, as legally described on Exhibit B (the "Property"), together with certain adjacent property (also legally described on Exhibit B) to be used as a private drive serving the Property and other land, and the Developer shall, within the time frames set forth in Section 3.01, commence and complete the preparation of the Property for construction of a manufacturing and distribution facility, as more particularly described on Exhibit B-2 attached hereto, and shall convey the Property to Method (the Acquisition, site preparation and work and conveyance to Method shall be known herein as the "Project"). The Parties acknowledge that the Project expressly excludes construction of such manufacturing and distribution facility itself, which work is to be performed by Method as set forth in Section 18.27. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plans: The Project will be carried out in accordance with: (i) this Agreement, and (ii) the North Pullman and Lake Calumet Redevelopment Plans (collectively, the "Redevelopment Plans").

F. City Financing and Assistance: Subject to Developer fulfilling those obligations under this Agreement that are the applicable conditions precedent to obligate the City to do so, the City will grant the Developer Incremental Taxes (as defined in Schedule A) in an amount not to exceed $8,100,000 ("City Funds").

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

AGREEMENT:

ARTICLE ONE: INCORPORATION OF RECITALS

The recitals stated above are an integral part of this Agreement and are hereby incorporated into this Agreement by reference and made a part of this Agreement.

ARTICLE TWO: DEFINITIONS

The definitions stated in Schedule A and those definitions stated in the recitals and preamble are hereby incorporated into this Agreement by reference and made a part of this Agreement.

ARTICLE THREE: THE PROJECT

3.01 The Project. Developer has commenced construction of the Project and will complete construction of the Project no later than September 1, 2014, subject to: (a) Section 18.17 (Force Majeure); (b) applicable Change Orders, if any, issued under Section 3.04; (c) the receipt of all applicable permits and Project approvals; and (d) installation of environmental barriers and issuance of a "No Further Remediation" letter, which shall not be required to be completed by September 1, 2014, but which shall be diligently pursued to completion.

3.02 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings and Plans and Specifications to HED, and HED has approved them. Subsequent proposed changes to the Scope Drawings or Plans and Specifications within the scope of Section 3.04 will be submitted to HED as a Change Order under Section 3.04. The Scope Drawings and Plans and Specifications will at all times conform to the Redevelopment Plans as in effect on the date of this Agreement, and to all applicable Federal, State and local laws, ordinances and regulations. Developer will submit all necessary documents to the City's Department of Buildings, Department of Transportation, and to such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. Developer has furnished to HED, and HED has approved, a Project Budget which is Exhibit D-1, showing total costs for the Project in an amount not less than $9,910,736. Developer hereby certifies to the City that: (a) it has Lender Financing and/or Equity in an aggregate amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer will promptly deliver to HED copies of any Change Orders with respect to the Project Budget as provided in Section 3.04.

3.04 Change Orders.

(a) Except as provided in subparagraph (b) below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to HED concurrently with the progress reports described in Section 3.07; provided, however, that any Change Orders relating to any of the following must be submitted by Developer to HED for HED's prior written approval: (i) a reduction by more than five percent (5%) in the square footage of the Project from the square footage approved by HED under Section 3.02, or (ii) a change in the primary use of the Project, or (iii) a delay in the Project completion date by more than 30 days, or (iv) change orders resulting in an aggregate increase to the Project Budget of 10% or more. Developer will not authorize or permit the performance of any work relating to any Change Order requiring HED's prior written approval or the furnishing of materials in connection therewith prior to the receipt by Developer of HED's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, will contain a provision to this effect or for compliance with this Agreement generally. An approved Change Order will not be deemed to imply any obligation on the part of the City to increase the amount of City Funds or to provide any other additional assistance to Developer.

(b) Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those stated in subsection (a) above do not require HED's prior written approval as stated in this Section 3.04, but HED must be notified in writing of all such Change Orders within 10 Business Days after the execution of such change order, and Developer, in connection with such notice, must identify to HED the source of funding therefor in the progress reports described in Section 3.07.

3.05 HED Approval. Any approval granted by HED under this Agreement of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only, and any such approval does not affect or constitute any approval required by any other City department or under any City ordinance, code, regulation, or any other governmental approval, nor does any such approval by HED under this Agreement constitute approval of the utility, quality, structural soundness, safety, habitability, merchantability or investment quality of the Project. Developer will not make any verbal or written representation to anyone to the contrary. Developer shall not undertake construction of the Project unless Developer has obtained all necessary permits and approvals (including but not limited to HED's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required under this Agreement.

3.06 Other Approvals. Any HED approval under this Agreement will have no effect upon, nor will it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals).

3.07 Progress Reports and Survey Updates. After the Closing Date, on or before the 15th day of each reporting month, Developer will provide HED with written quarterly construction progress reports detailing the status of the Project, including a revised completion date, if necessary (with any delay in completion date being considered a Change Order, requiring HED's written approval under Section 3.04). Developer must also deliver to the City written monthly progress reports detailing compliance with the requirements of Section 8.08 (Prevailing Wage), Section 10.02 (City Resident Construction Worker Employment Requirement) and Section 10.03 (Developer's MBE/WBE Commitment) (collectively, the "City Requirements"). If the reports reflect a shortfall in compliance with the requirements of Sections 8.08, 10.02 and 10.03, then there must also be included a written plan from Developer acceptable to HED to address and cure such shortfall.

3.08 Inspecting Agent or Architect. An independent agent or architect, if any (other than Developer's architect), will also act as the inspecting agent or architect for HED for the Project, and any fees and expenses connected with its work or incurred by such independent agent or architect will be solely for Developer's account and will be promptly paid by Developer. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to HED, prior to requests for disbursement for costs related to the Project.

3.09 Barricades. Prior to commencing any construction requiring barricades, Developer will 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, rules and regulations. HED retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content, and design of all barricades (other than the name and logo of Developer or the Project).

3.10 Signs and Public Relations. If requested by HED, Developer will erect in a conspicuous location on the Property during the Project a sign of size and style approved by the City, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and any other pertinent information regarding Developer and the Project in the City's promotional literature and communications.

3.11 Reserved.

3.12 Reserved.

3.13 Accessibility for Disabled Persons. Developer acknowledges that it is in the public interest to design, construct and maintain the Project in a manner which promotes, enables, and maximizes universal access throughout the Project. Plans for all buildings on the Property and improvements on the Property will be reviewed and approved by the Mayor's Office for People with Disabilities ("MOPD") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

ARTICLE FOUR: FINANCING

4.01 Total Project Cost And Sources of Funds. The total cost of the Project is estimated to be approximately $9,910,736 to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Lender Financing	$ 0*
Equity (subject to Section 4.06)	$1,061,137
Purchase Price from Method	$ 749,599
City Funds	$8,100,000

ESTIMATED TOTAL $9,910,736

[*Note: Developer reserves the right to use Lender Financing to initially pay for all or any portion of the Project costs.]

4.02 Developer Funds. Equity, Lender Financing, City Funds and the Purchase Price from Method shall be used to pay all Project costs, including but not limited to Redevelopment Project Costs and costs of TIF-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to reimburse the Developer for costs of the Acquisition and of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit E sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation in form and substance satisfactory to HED evidencing such cost and its eligibility as a Redevelopment Project Cost. No later than 45 days prior to Closing, Developer will submit a City Funds Requisition Form in the form of Exhibit N (the "Requisition Form") to request payment of City Funds.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements, in the manner described herein:

Source of City Funds	Maximum Amount
Incremental Taxes	$8,100,000

(c) The City Funds will be reduced on a dollar-for-dollar basis if the final Project cost (as evidenced by the final owner's sworn statement for the Project submitted pursuant to Section 7.01) is less that $9,910,736.

(d) Payment of City Funds.

(i) Anticipated Disbursements of City Funds. Subject to the terms and conditions hereof, it is anticipated that the City Funds shall be requisitioned by the Developer and disbursed by the City in the following amounts at the following times:

Amount	Requisition Submission Deadline	Anticipated Disbursement Date
$ 500,000	45 days prior to Closing Date	Closing Date
$1,500,000	November 1, 2013	December 31, 2013
$1,500,000	February 1, 2014	March 31, 2014
$ 600,000	February 1, 2014	March 31, 2014
$3,500,000*	February 1, 2014	March 31, 2014
$ 500,000	November 1, 2014	December 31, 2014

*Note: The $3,500,000 installment of City Funds will not be disbursed until the Developer has evidenced full compliance with Section 10.03 hereof. All disbursements of City Funds are subject to compliance with Sections 8.08 and 10.02 hereof.

(ii) Reserved.

(iii) Insufficient Incremental Taxes. Payments hereunder are subject to the amount of Incremental Taxes being sufficient for such payments. If the amount of Incremental Taxes is insufficient to make any anticipated payment of City Funds, then: (1) the City will not be in default under this Agreement, and (2) unpaid payments (or portions thereof) will be paid as provided in this Section 4.03 as promptly as funds become available for their payment.

(iv) The City shall provide Developer with TIF assistance to construct the Project up to the maximum amounts set forth herein.

(v) Reserved.

(vi) Reserved.

(vii) Reserved.

(viii) Other City Funds Matters. The Developer acknowledges and agrees that the City's obligation to pay any amount is contingent upon satisfaction of all applicable terms and conditions of this Agreement, including without limitation, compliance with the covenants in Section 8 (Covenants/Representations/ Warranties of the Developer). In the event that such conditions are not fulfilled, the amount of Lender Financing and/or Equity to be contributed pursuant to Section 4.01 hereof shall be increased, as necessary, to complete the Project.

4.04 Reserved.

4.05 Treatment of Prior Expenditures/Administration Fee.

(a) Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to HED and approved by HED as satisfying costs covered in the Project Budget, will be considered previously contributed Equity or Lender Financing, if any, hereunder (the "Prior Expenditure(s)"). HED has the right, in its sole discretion, to disallow any such expenditure (not listed on Exhibit H) as a Prior Expenditure as of the date of this Agreement. Exhibit H identifies the prior expenditures approved by HED as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements will not be reimbursed to Developer but will reduce the amount of Equity and/or Lender Financing, if any, required to be contributed by Developer under Section 4.01.

(b) TIF District Administration Fee. The City may annually 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 North Pullman Redevelopment Area, including the Project. The foregoing fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and, to the extent Incremental Taxes are disbursed to the Developer pursuant to Section 4.03(d)(iii)(2), the City shall have the right to receive such funds only after payment to Developer of such Incremental Taxes.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available under Section 4.03, Developer will be solely responsible for such excess costs, and will hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and from any and all costs and expenses of completing the Project in excess of the Project Budget.

4.07 Reserved.

4.08 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, Developer shall submit documentation regarding the applicable expenditures to HED, which shall be satisfactory to HED in its sole discretion. Delivery by Developer to HED of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the representations and warranties contained in this Agreement are true and correct and Developer is in compliance with all covenants contained herein (including but not limited to Sections 8.08, 10.02 and 10.03 hereof);

(b) Developer has received no notice and has no knowledge of any lien or claim of lien either filed or threatened against the Property or the Project except for the Permitted Liens;

(c) no Event of Default or condition or event which, with the giving of notice or passage time or both, would constitute an Event of Default exists or has occurred; and

The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such

certifications by Developer. In addition, Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including not limited to the requirements set forth in the TIF Ordinances and this Agreement.

ARTICLE FIVE: CONDITIONS PRECEDENT TO CLOSING

The following conditions precedent to closing must be complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

5.01 Project Budget. Developer will have submitted to HED, and HED will have approved, the Project Budget stated in Exhibit D-1, in accordance with the provisions of Section 3.03. This condition precedent has been satisfied prior to the date hereof.

5.02 Scope Drawings and Plans and Specifications. Developer will have submitted to HED, and HED will have approved, the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02. This condition precedent has been satisfied prior to the date hereof.

5.03 Other Governmental Approvals. Not less than 5 Business Days prior to the Closing Date, Developer will have secured or applied for or provided HED with an application time schedule for all other necessary approvals and permits required by any Federal, State, or local statute, ordinance, rule or regulation to begin or continue construction of the Project, and will submit evidence thereof to HED.

5.04 Financing.

(a) Developer will have furnished evidence acceptable to the City that Developer has Equity and Lender Financing, if any, at least in the amounts stated in Section 4.01 to complete the Project and satisfy its obligations under this Agreement. If a portion of such financing consists of Lender Financing, Developer will have furnished evidence as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity and other financing sources, if any, stated in Section 4.01) to complete the Project.

(b) Reserved.

(c) Any financing liens against the Property or the Project in existence at the Closing Date will be subordinated to certain encumbrances of the City stated in this Agreement under a subordination agreement, in the form of Exhibit O, executed on or prior to the Closing Date, which is to be recorded, at the expense of Developer, in the Office of the Recorder of Deeds of Cook County.

5.05 Title. On the Closing Date, Developer will furnish the City with a copy of the Title Policy for the Property, showing Developer as the named insured. The Title Policy will be dated as of the Closing Date and will contain only those title exceptions listed as Permitted Liens on Exhibit I and will evidence the recording of this Agreement under the provisions of Section 8.15. The Title Policy will also contain the following endorsements as required by Corporation Counsel: an owner's comprehensive endorsement and satisfactory endorsements regarding location, access, and survey. On or prior to the Closing Date, Developer will provide to HED documentation related to the Property and copies of all easements and encumbrances of record with respect to the Property not addressed, to HED's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clear Title. Not less than 5 Business Days prior to the Closing Date, Developer, at its own expense, will have provided the City with current searches under Developer's name as follows:

Secretary of State (IL)	UCC search
Secretary of State (IL)	Federal tax lien search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax lien search
Cook County Recorder	State tax lien search
Cook County Recorder	Memoranda of judgments search
U.S. District Court (N.D. IL)	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. If requested by HED, not less than 5 Business Days prior to the Closing Date, Developer will have furnished the City with 3 copies of the Survey.

5.08 Insurance. Developer, at its own expense, will have insured the Property as required under Article Twelve. At least 5 Business Days prior to the Closing Date, certificates required under Article Twelve evidencing the required coverages will have been delivered to HED.

5.09 Opinion of Developer's Counsel. On the Closing Date, Developer will furnish the City with an opinion of counsel, substantially in the form of Exhibit J, with such changes as may be required by or acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions stated in Exhibit J, such opinions shall be obtained by Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. Not less than 20 Business Days prior to the Closing Date, Developer will have provided evidence satisfactory to HED of the Prior Expenditures as provided in Section 4.05. Such evidence of Prior Expenditures may be updated to the Closing Date by Developer.

5.11 Financial Statements. Not less than 30 days prior to the Closing Date, Developer will have provided Financial Statements to HED for its 2011 and 2012 fiscal years, if available, and its most recently publicly available unaudited interim Financial Statements, in each case together with any opinions and management letters prepared by auditors.

5.12 Additional Documentation. Developer will have provided documentation to HED, satisfactory in form and substance to HED, with respect to current employment profile, if requested by HED, and copies of any ground leases or operating leases and other tenant leases executed by Developer for leaseholds on the Property, if any.

5.13 Environmental Reports. Not less than 30 days prior to the Closing Date, Developer will provide HED with copies of all environmental reports or audits, if any, obtained by Developer with respect to the Property, together with any notices addressed to Developer from any agency regarding environmental issues at the Property. Prior to the Closing Date, Developer will have provided the City with a letter from the environmental engineer(s) who completed such report(s) or audit(s), authorizing the City to rely on such report(s) or audit(s).

5.14 Entity Documents; Economic Disclosure Statement.

(a) Entity Documents. Developer will provide a copy of its current Articles of Incorporation, with all amendments, containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of Illinois and all other states, if any, in which Developer is registered to do business; its bylaws; a secretary's certificate in such form and substance as the Corporation Counsel may require; and such other organizational documentation as the City may request.

(b) Economic Disclosure Statement. Developer will provide the City an EDS, in the City's then current form, dated as of the Closing Date, which is incorporated by reference and Developer further will provide any other affidavits or certifications as may be required by Federal, State or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference. Notwithstanding acceptance by the City of the EDS, failure of the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Developer and any other parties required by this Section 5.14 to complete an EDS must promptly update their EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate, including changes in ownership and changes in disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, and failure to promptly provide the updated EDS(s) to the City will constitute an event of default under this Agreement.

5.15 Litigation. Developer has provided to Corporation Counsel and HED in writing, a description of all pending or threatened litigation or administrative proceedings: (a) involving Developer's property located in the City, (b) that Developer is otherwise required to publicly disclose or that may affect the ability of Developer to perform its duties and obligations under this Agreement, or (c) involving the City or involving the payment of franchise, income, sales or other taxes by such party to the State of Illinois or the City. In each case, the description shall specify the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith, and whether (and to what extent) such potential liability is covered by insurance.

5.16 Method Contract. Developer has provided the City with a certified copy of the contract to sell the Property to Method (the "Method Contract"), and such contract complies with Sections 8.16(c), 8.17 and 18.27 hereof.

ARTICLE SIX: AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors.

(a) HED acknowledges that Developer may act as general contractor for all or a portion of the Project. To the extent Developer elects to engage a third party to provide general contractor or construction oversight services, the Developer's selection of such third party shall be subject to the City's approval (the "General Contractor"). Developer must solicit, or must cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City.

(b) For the TIF-Funded Improvements, Developer must select or cause the General Contractor to select the subcontractor submitting the lowest responsible and responsive bid who can complete the Project (or phase thereof) in a timely and good and workmanlike manner; provided, however, that Developer may consider a bidder's ability to meet the unique challenges of the Project

in evaluating the "lowest responsible and responsive bid" rather than the lowest bid. If the General Contractor selects any subcontractor submitting other than the lowest responsible and responsive bid for the TIF-Funded Improvements, the difference between the lowest responsible and responsive bid and the bid selected may not be paid out of City Funds.

(c) Developer must submit copies of the Construction Contract to HED as required under Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements must be provided to HED within 20 Business Days of the execution thereof. Developer must ensure that the General Contractor will not (and must cause the General Contractor to ensure that the subcontractors will not) begin work on the Project (or any phase thereof) until the applicable Plans and Specifications for that phase have been approved by HED and all requisite permits have been obtained.

6.02 Construction Contract. Prior to the execution thereof, Developer must deliver to HED a copy of the proposed Construction Contract with the General Contractor selected to work on the TIF-Funded Improvements under Section 6.01 above, for HED's prior written approval. Within 10 Business Days after execution of such contract by Developer, the General Contractor and any other parties thereto, Developer must deliver to HED and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to commencement of construction of any work in the public way, if any, Developer will require that the General Contractor and any applicable subcontractor(s) be bonded (as to such work in the public way) for their respective payment and performance by sureties having an AA rating or better using the form of payment and performance bond form attached as Exhibit L. The City will be named as obligee or co-obligee on such bond.

6.04 Employment Opportunity. Developer will contractually obligate and cause the General Contractor to agree and contractually obligate each subcontractor to agree to the provisions of Article Ten. The Parties acknowledge that the contracting, hiring and testing requirements for the MBE/WBE and City Residency obligations in Article Ten are applied by the City's monitoring staff on an aggregate basis, and that it shall not be an event of default under this Agreement, nor shall the payment of the City resident hiring shortfall amount be required, if the Developer or, as applicable, the General Contractor do not impose such obligations on each subcontractor, or if any one subcontractor does not satisfy such obligations, so long as such obligations are satisfied on an aggregate basis; provided, however, that City Funds shall not be disbursed hereunder unless compliance with Article Ten is evidenced on such an aggregate basis..

6.05 Other Provisions. In addition to the requirements of this Article Six, the Construction Contract and each contract with any subcontractor working on the Project must contain provisions required under Section 3.04 (Change Orders), Section 8.08 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Construction Worker Employment Requirement), Section 10.03 (Developer's MBE/WBE Commitment), Article Twelve (Insurance) and Section 14.01 (Books and Records).

ARTICLE SEVEN: COMPLETION OF CONSTRUCTION

7.01 Certificate of Completion of Construction. Upon completion of the construction of the Project in compliance with the terms and conditions of this Agreement, and upon Developer's written request (including (a) a final owner's sworn statement for the Project, and (b) Method's written approval or acceptance of the completed Project), HED will issue to Developer a certificate of

completion of construction in recordable form (the "Certificate of Completion") certifying that Developer has fulfilled its obligation to complete the Project in compliance with the terms and conditions of this Agreement. HED will respond to Developer's written request for a Certificate of Completion within 30 days by issuing either a Certificate of Completion or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed and the measures which must be taken by Developer in order to obtain the Certificate of Completion. Developer may resubmit a written request for a Certificate of Completion upon completion of such measures, and the City will respond within 30 days in the same way as the procedure for the initial request. Such process may repeat until the City issues a Certificate of Completion.

7.02 Effect of Issuance of Certificate of Completion; Continuing Obligations.

(a) The Certificate of Completion relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate of Completion, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate of Completion must not be construed as a waiver by the City of any of its rights and remedies under such executory terms.

(b) Those covenants specifically described at Section 8.16(c) (Real Estate Taxes) as covenants that run with the land comprising the Property are the only covenants in this Agreement intended to be binding throughout the Term of the Agreement upon any transferee of the Developer holding title to the Property or any portion thereof, regardless of whether or to what extent that owner is also an assignee of Developer as described in this paragraph and regardless of whether or not a Certificate of Completion has been issued. Unless a Certificate of Completion has been issued, those covenants specifically described at Section 8.02 (Covenant to Redevelop) as covenants that run with the land comprising the Property are the only other covenants in this Agreement intended to be binding throughout the Term of the Agreement upon any transferee of the Developer holding title to the Property or any portion thereof, regardless of whether or to what extent that owner is also an assignee of Developer as described in this paragraph. The other executory terms of this Agreement that remain after the issuance of a Certificate of Completion, specifically Sections 8.16(c), 8.17 and 18.27, will be binding only upon Method or a permitted assignee of Method.

7.03 Failure to Complete. If Developer fails to timely complete the Project in compliance with the terms of this Agreement, then the City will have, but will not be limited to, any of the following rights and remedies, in addition to those stated in Section 15.02.

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed under this Agreement; and

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of such TIF-Funded Improvements (including interest costs) out of the payment and performance bond form attached as Exhibit L, and, if such funds are insufficient, then from City Funds or other City monies. If the aggregate costs incurred by the City to complete the TIF-Funded Improvements exceeds the amount of funds described in the preceding sentence, Developer will reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of those funds.

7.04 Notice of Expiration or Termination. Upon the expiration of the Term of the Agreement, HED will provide Developer, at Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

ARTICLE EIGHT: REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER.

8.01 General. 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) Developer is an Illinois not-for-profit corporation, duly organized, validly existing, qualified to do business 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) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation as amended and supplemented, its bylaws, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer or any of its assets is now or may become bound;

(d) Developer has acquired and will maintain good, indefeasible and merchantable fee simple title to the Property (and improvements located thereon) free and clear of all liens (except for the Permitted Liens or Lender Financing, if any, as disclosed in the Project Budget, and those liens otherwise bonded or insured over in accordance with the terms of this Agreement).

(e) Developer is now, and for the Term of the Agreement, will 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 or, to Developer's actual knowledge threatened or affecting Developer which would impair its ability to perform under this Agreement;

(g) Developer has and will maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to construct and complete the Project;

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer or any of its assets is bound beyond applicable notice and cure periods;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct 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 most recent Financial Statements;

(j) prior to the issuance of a Certificate of Completion, if it would adversely affect Developer's ability to perform its obligations under this Agreement, Developer will not do any of the following without the prior written consent of HED: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose (directly or indirectly) of all or substantially all of its assets or any portion of the Property or the Project (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business, and except with respect to the sale of the Property to Method; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity to the extent that such action would have an adverse effect on Developer's ability to perform its obligations under this Agreement; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition.

(k) Developer has not incurred and, prior to the issuance of a Certificate of Completion, will not, without the prior written consent of the Commissioner of HED, allow the existence of any liens against the Property other than the Permitted Liens; or incur any indebtedness secured or to be secured by the Property or the Project or any fixtures now or hereafter attached thereto;

(l) 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 under 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 2-156-120 of the Municipal Code of the City, as amended; and

(m) 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 Lists, the Unverified List, the Entity List and the Debarred List.

8.02 Covenant to Redevelop. Upon HED's approval of the Scope Drawings and Plans and Specifications, and the Project Budget as provided in Sections 3.02 and 3.03, and Developer's receipt of all required building permits and governmental approvals, Developer will redevelop the Property and the Project in compliance with this Agreement and all exhibits attached hereto, the TIF Ordinances, the Scope Drawings, the Plans and Specifications, the Project Budget and all amendments thereto, and all Federal, State and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Property, the Project and/or Developer. The covenants set forth in this Section 8.02 will run with the land comprising the Property (as defined herein) and will be binding upon any transferee, until fulfilled as evidenced by the issuance of a Certificate of Completion.

8.03 Redevelopment Plans. Developer represents that the Project is and will be in compliance with all applicable terms of the Redevelopment Plans, as in effect on the date of this Agreement.

8.04 Use of City Funds. City Funds disbursed to Developer will be used by Developer solely to reimburse Developer for its payment for the TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. At the request of the City, Developer will agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole and absolute discretion) any Bonds in connection with the Redevelopment Areas, the proceeds of which may be used to reimburse the City for expenditures made in connection with or provided a source of funds for the payment for the TIF-Funded Improvements (the "Bonds"); provided, however, that any such amendments will not have a material adverse effect on Developer or the Project. Developer will, at 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 (but not including proprietary sales and operating information), and assisting the City in its preparation of an offering statement with respect thereto. Developer will not have any liability with respect to any disclosures made in connection with any such issuance that are actionable under applicable securities laws unless such disclosures are based on factual information provided by Developer that is determined to be false and misleading.

8.06 Employment Opportunity.

(a) Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and, as applicable, to cause the General Contractor to contractually obligate each subcontractor to abide by the terms set forth in Section 8.08 (Prevailing Wage) and Article Ten (Developer's Employment Obligations). Developer will submit a plan to HED describing its compliance program prior to the Closing Date.

(b) Developer will deliver to the City written quarterly progress reports detailing compliance with the requirements of Sections 8.08, (Prevailing Wage) 10.02 (City Resident Construction Worker Employment Requirement) and 10.03 (Developer's MBE/WBE Commitment) of this Agreement. If any such reports indicate a shortfall in compliance, Developer will also deliver a plan to HED which will outline, to HED's satisfaction, the manner in which Developer will correct any shortfall.

8.07 Employment Profile. Developer will submit, and contractually obligate and cause the General Contractor to submit and contractually obligate any subcontractor to submit, to HED, from time to time, statements of its employment profile upon HED's request.

8.08 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor to pay and to contractually cause each subcontractor to pay, the prevailing wage rate as ascertained by the State Department of Labor (the "Labor Department"), to all of their respective employees working on constructing the Project or otherwise completing the TIF-Funded Improvements. All such contracts will list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed under such contract, or alternatively Developer will provide applicable schedules evidencing wage rates paid. If the Labor Department revises such prevailing wage rates, the revised rates will apply to all such contracts. Upon the City's request, Developer will provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.08.

8.09 Arms-Length Transactions. Unless HED shall have given its prior written consent with respect thereto, no Affiliate of 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 TIF-Funded Improvement. Developer will provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to an Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon HED's request, prior to any such disbursement.

8.10 Financial Statements. Developer will obtain and provide to HED Financial Statements for 2011 and 2012, if available, and each year thereafter for the Term of the Agreement.

8.11 Insurance. Solely at its own expense, Developer will comply with all applicable provisions of Article Twelve (Insurance) hereof.

8.12 Non-Governmental Charges.

(a) Payment of Non-Governmental Charges. Except for the Permitted Liens, and subject to subsection (b) below, Developer agrees to pay or cause to be paid when due any Non-Governmental Charges assessed or imposed upon the Property or the Project or the or any fixtures that are or may become attached thereto and which are owned by Developer, which creates, may create, or appears to create a lien upon all or any portion of the Property; provided however, that if such Non-Governmental Charges may be paid in installments, Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. Developer will furnish to HED, within thirty (30) days of HED's request, official receipts from the appropriate entity, or other evidence satisfactory to HED, evidencing payment of the Non-Governmental Charges in question.

(b) Right to Contest. Developer will have the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charges by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charges, prevent the imposition of a lien or remove such lien, or prevent the transfer or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend Developer's covenants to pay any such Non-Governmental Charges at the time and in the manner provided in this Section 8.12); or

(ii) at HED's sole option, to furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED will require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such transfer or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charges and all interest and penalties upon the adverse determination of such contest.

8.13 Developer's Liabilities. Developer will not enter into any transaction that would materially and adversely affect its ability to: (i) perform its obligations under this Agreement or (ii) repay any material liabilities or perform any material obligations of Developer to any other person or entity. Developer will immediately notify HED of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or under any other documents and agreements.

8.14 Compliance with Laws.

(a) Representation. To Developer's knowledge, after diligent inquiry, the Property and the Project are in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property and the Project. Upon the City's request, Developer will provide evidence reasonably satisfactory to the City of such current compliance.

(b) Covenant. Developer covenants that the Property and the Project will be operated and managed in compliance with all applicable Federal, State and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property or the Project, including the following Municipal Code Sections: 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550 or 11-4-1560, whether or not in performance of this Agreement. Upon the City's request, Developer will provide evidence to the City of its compliance with this covenant.

8.15 Recording and Filing. Developer will cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of Cook County, Illinois against the Property. Such recordings shall be recorded prior to any mortgage made in connection with Lender Financing, if any. Developer will pay all fees and charges incurred in connection with any such recording. Upon recording, Developer will immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.16 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Subject to subsection (ii) below, Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" means all Federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to Developer, the Property or the Project, including but not limited to real estate taxes.

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or transfer or forfeiture of the Property or the Project. Developer's right to challenge real estate taxes applicable to the Property or the Project is limited as provided for in Section 8.16(c) below; provided, that such real estate taxes must be paid in full when due. No such contest or objection will be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to HED of Developer's intent to contest or object to a Governmental Charge and, unless, at HED's sole option:

(x) Developer will demonstrate to HED's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge will conclusively operate to prevent or remove a lien against, or the sale or transfer or forfeiture of, all or any part of the Property or the Project to satisfy such Governmental Charge prior to final determination of such proceedings, and/or;

(y) Developer will furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED may require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or transfer or forfeiture of the Property or the Project during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay or contest any Governmental Charge or to obtain discharge of the same, Developer will advise HED thereof in writing, at which time HED may, but will not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in HED's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which HED deems advisable. All sums so paid by HED, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, will be promptly disbursed to HED by Developer. Notwithstanding anything contained herein to the contrary, this paragraph must not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes.

(i) Real Estate Tax Exemption. With respect to the Property or the Project (and related improvements) or the Project, neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer will, during the Term of this Agreement, seek or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the North Pullman Redevelopment Plan is in effect.

(ii) No Reduction in Real Estate Taxes.

(A) Neither Developer, nor any person acting on behalf of Developer, will, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project [to an assessed value which would result in an amount of real estate taxes being due and payable ("Actual Amount") lower than those projected amounts of real estate taxes listed on Exhibit K hereto ("Projected Amount"). If the Developer or Method or any successor thereto violates this Section 8.16(c)(ii)(A) then the City shall be entitled to recover as a remedy two times the difference between the Projected Amount and the Actual Amount for each and every year of the Term of the Agreement that any such difference results from such violation hereof].

(B) After diligent inquiry, Developer knows of no pending application, appeal or request for reduction of the assessed value of all or any portion of the Property or the Project filed by Developer for any tax year prior to or including the tax year in which this Agreement is executed.

(iii) No Objections. Neither Developer, nor any person acting by, through or on behalf of Developer, will object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Under Assessment Complaint (as defined below) or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Under Assessment Complaint" as used in this Agreement means any complaint seeking to increase the assessed value of the Property or the Project.

(iv) Covenants Running with the Land Comprising the Property. The parties agree that the restrictions contained in this Section 8.16(c) are covenants running with the land comprising the Property (as defined herein). This Agreement will be recorded by Developer against the Property as a memorandum thereof, at Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions will be binding upon any owner of the Property, from and after the date hereof, provided however, that the covenants will be released upon the earlier of when the North Pullman Redevelopment Area is no longer in effect, or upon expiration of the Term of Agreement. Developer agrees that any sale, transfer, lease, conveyance, or transfer of title to all or any portion of the Property or the Project from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.16(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of Developer, its successors or assigns, may waive and terminate Developer's covenants and agreements set forth in this Section 8.16(c).

8.17 Annual Compliance Report. Developer, through the tenth anniversary of the issuance of the Certificate of Completion, and Method, through the Job Creation Period, shall submit to HED the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

8.18 Reserved.

8.19 Broker's Fees. Developer has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to any of the transactions contemplated by this Agreement for which the City could become liable or obligated.

8.20 No Conflict of Interest. Under Section 5/11-74.4-4(n) of the Act, 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 Areas or the Redevelopment Plans, or any consultant hired by the City, (a "City Group Member") owns or controls, has owned or controlled or will own or control any interest, and no such City Group Member will 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 Developer, the Property, the Property, the Project, or to Developer's actual knowledge, any other property in the Redevelopment Areas.

8.21 Disclosure of Interest. Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property or any other feature of the Project.

8.22 No Business Relationship with City Elected Officials. Developer acknowledges receipt of a copy of Section 2-156-030(b) of the Municipal Code and that Developer has read and understands such provision. Under Section 2-156-030(b) of the Municipal Code of Chicago, 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 official has a "Business Relationship" (as defined in Section 2-156-080(b)(2) of the Municipal Code), or to participate in any discussion of 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. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to this Agreement, or in connection with the transactions contemplated thereby, will be grounds for termination of this Agreement and the transactions contemplated thereby. 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 thereby.

8.23 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.24 Prohibition on Certain Contributions – Mayoral Executive Order No. 2011-4. Neither Developer or any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Developer's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("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 make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during: (i) the bid or other solicitation process for this Agreement or Other Agreement, including while this Agreement or Other Agreement is executory, (ii) the term of this Agreement or any Other Agreement between City and Developer, and/or (iii) any period in which an extension of this Agreement or Other Agreement with the City is being sought or negotiated.

Developer represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from 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 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.

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

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. 2011-4 constitutes a breach and default under this Agreement, and under any Other Agreement 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, under any Other Agreement, at law and in equity. This provision amends any Other Agreement and supersedes any inconsistent provision contained therein.

If applicable, if Developer violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, then HED may reject Developer's bid.

For purposes of this provision:

"Other Agreement" means any agreement entered into between the Developer and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

8.25 Shakman Accord.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

(c) Developer will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political

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

(d) In the event of any communication to Developer by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the Commissioner of HED. Developer will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

8.26 FOIA and Local Records Act Compliance.

(a) FOIA. Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in the FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Developer receives a request from the City to produce records within the scope of FOIA, that would be otherwise required under this Agreement then Developer covenants to comply with such request within two (2) Business Days of the date of such request. Failure by Developer to timely comply with such request will be a breach of this Agreement.

(b) Exempt Information. Documents that Developer submits to the City under Section 8.20, (Annual Compliance Report) or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If Developer marks a document as "proprietary, privileged and confidential", then HED will evaluate whether such document may be withheld under the FOIA. HED, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

8.27 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Article Eight and elsewhere in this Agreement are true, accurate and complete at the time of Developer's execution of this Agreement, and will survive the execution,

delivery and acceptance by the parties and (except as provided in Article Seven upon the issuance of a Certificate of Completion) will be in effect throughout the Term of the Agreement.

ARTICLE NINE: REPRESENTATIONS, WARRANTIES AND COVENANTS OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Article Nine or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

ARTICLE TEN: DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. Developer, on behalf of itself and its successors and assigns, hereby agrees, and will contractually obligate its or their various contractors, subcontractors or any Affiliate of Developer on the Project (collectively, with Developer, such parties are defined herein as the "Employers", and individually defined herein as 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:

(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, 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) 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 Areas; 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 Areas.

(c) Each Employer will comply with all applicable 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 State Human Rights Act, 775 ILCS 5/1-101 et. seq. (2006 State Bar Edition), as amended, and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section, will 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) Each Employer will include the foregoing provisions of subparagraphs (a) through (d) in every construction contract entered into in connection with the Project, after the Closing Date, and will require inclusion of these provisions in every subcontract entered into by any subcontractors, after the Closing Date, and every agreement with any Affiliate operating on the Property or at the Project, after the Closing Date, so that each such provision will 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 10.01 will be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof, subject to the cure rights under Section 15.03.

10.02 City Resident Construction Worker Employment Requirement.

(a) Developer agrees for itself and its successors and assigns, and will contractually obligate its General Contractor and will cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they will 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 50 percent of the total worker hours worked by persons on the site of the Project will be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, Developer, its General Contractor and each subcontractor will be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. Developer, the General Contractor and each subcontractor will use their respective best efforts to exceed the minimum percentage of hours stated above, and to employ neighborhood residents in connection with the Project.

(b) 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.

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

(d) Developer, the General Contractor and each subcontractor will provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) will be submitted to the Commissioner of HED in triplicate, which will 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.

(f) Upon 2 Business Days prior written notice, Developer, the General Contractor and each subcontractor will provide full access to their employment records related to the construction of the Project to the Chief Procurement Officer, the Commissioner of HED, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor will maintain all relevant personnel data and records related to the construction of the Project for a period of at least 3 years after final acceptance of the work constituting the Project.

(g) At the direction of HED, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor 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 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) will not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

(i) When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Article concerning the worker hours performed by actual residents of the City 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 Article. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project Budget (the product of .0005 x such aggregate hard construction costs) (as the same will be evidenced by approved contract value for the actual contracts) will be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will 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, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to 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 Developer must surrender damages as provided in this paragraph.

(j) Nothing herein provided will 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.

(k) Developer will cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project, entered into after the Closing Date.

10.03 Developer's MBE/WBE Commitment. Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements stated in this section, will 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 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as stated in Exhibit D-2) must 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 10.03 only:

(i) Developer (and any party to whom a contract is let by Developer in connection with the Project) is deemed a "contractor" and this Agreement (and any contract let by Developer in connection with the Project) is 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, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the 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 Developer's MBE/WBE commitment as described in this Section 10.03. In compliance with Section 2-92-730, Municipal Code of Chicago, Developer will not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of HED.

(d) Developer must deliver monthly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports will include, inter alia: the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation; the name and business address of each MBE or WBE actually involved in the Project; a description of the work performed or products or services supplied; the date and amount of such work, product or service; and such other information as may assist the City's monitoring staff in determining Developer's compliance with this MBE/WBE commitment. Developer will maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least 5 years after completion of the Project, and the City's monitoring staff will have access to all such records maintained by Developer, on 5 Business Days' notice, to allow the City to review 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, Developer is 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 Developer's MBE/WBE commitment as described in this Section 10.03 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, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors are required to attend this pre-construction meeting. During said meeting, Developer will demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which will be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 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 Developer is not complying with its obligations under this Section 10.03, will, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

ARTICLE ELEVEN: ENVIRONMENTAL MATTERS

11.01 Environmental Matters. Developer hereby represents and warrants to the City that Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws.

Without limiting any other provisions hereof, 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 as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Materials on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Materials from: (A) all or any portion of the Property, or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

ARTICLE TWELVE: INSURANCE

12.01 Insurance Requirements. Developer's insurance requirements are stated in Schedule B which is hereby incorporated into this Agreement by reference and made a part of this Agreement.

ARTICLE THIRTEEN: INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay 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 (arising out of a third party action against the City), 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 by a third party in any manner relating to or arising out of:

(i) Any cost overruns as described in Section 4.06; or

(ii) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(iii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iv) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plans or any other document related to this Agreement that is the result of information supplied or omitted by Developer or its agents, employees, contractors or persons acting under the control or at the request of Developer or any affiliate of Developer; or

(v) Developer's failure to cure any misrepresentation in this Agreement or any other document or agreement relating hereto; or

(vi) any act or omission by Developer or any Affiliate of Developer;

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 will contribute the maximum portion that it is permitted to pay and satisfy under 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 13.01 will survive the termination of this Agreement.

ARTICLE FOURTEEN: MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer will keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual costs of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, will be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer will not pay for salaries or fringe benefits of auditors or examiners. Developer must incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project. The City shall provide three (3) Business Days' prior written notice to Developer in accordance with Section 17. The notice shall indicate the date and time of the inspection. All inspections shall be conducted between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday.

14.02 Inspection Rights. Upon three (3) Business Days' notice, any authorized representative of the City shall have access to all portions of the Property or the Project during normal business hours for the Term of the Agreement. The City shall provide three (3) Business Days' prior written notice to Developer in accordance with Section 17. The notice shall indicate the date and time of the inspection. All inspections shall be conducted between the hours 9:00 a.m. and 5:00 p.m., Monday through Friday.

ARTICLE FIFTEEN: DEFAULT AND REMEDIES

15.01 Events of Default. Subject to the terms of Section 15.04 below, the occurrence of any one or more of the following events, subject to the provisions of Section 15.03, will constitute an "Event of Default" by Developer hereunder:

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

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

(c) the making or furnishing by 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 by Developer to create, any lien or other encumbrance upon the Property or the Project, including any fixtures now or hereafter attached thereto, other than the Permitted Liens or any Permitted Mortgage, or the making or any attempt to make any levy, seizure or attachment thereof;

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

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

(g) the entry of any judgment or order against Developer, not covered by insurance for an amount in excess of $1.0 million which remains unsatisfied or undischarged and in effect for 60 days after such entry without a stay of enforcement or execution;

(h) [reserved];

(i) the dissolution of Developer or Developer's ultimate parent entity, if any;

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

(k) [reserved]; or

(l) The failure of Developer, or the failure by any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer, to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer.

For purposes of Section 15.01(j), hereof, a natural person with a material interest in Developer is one owning in excess of seven and a half percent (7.5%) of Developer's or Developer's ultimate parent entity, if any, issued and outstanding ownership shares or interests. For purposes of Section 15.01, "ultimate parent entity" does not mean a person or entity that is a Member of Developer.

15.02 Remedies. Upon the occurrence of an Event of Default by Developer, the City may terminate this Agreement and all related agreements, may suspend disbursement of City Funds and, subject to the terms of Section 15.04 below, recover 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, including, but not limited to, injunctive relief or the specific performance of the agreements contained herein. To the extent permitted by law, the City may also lien the Property.

15.03 Curative Period.

(a) In the event Developer fails to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default will not be deemed to have occurred unless Developer or a Lender has failed to perform such monetary covenant within 10 days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) In the event Developer fails to perform a non-monetary covenant which Developer is required to perform under this Agreement, an Event of Default will not be deemed to have occurred unless Developer or Lender has failed to cure such default within 30 days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such 30 day period, Developer will not be deemed to have committed an Event of Default under this Agreement if the Developer or a Lender has commenced to cure the alleged default within such 30 day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

15.04 Defaults by Method. Notwithstanding anything to the contrary contained herein, the occurrence of any of the events described in Section 15.01 by Method with respect to the matters contained in Section 8.16(c), Section 8.17, and Section 18.27 shall apply solely to Method and not to Developer, and Developer shall not be deemed in default with respect to such matters nor have responsibility or liability hereunder in connection with such defaults, nor shall the City seek any remedies against the Developer, including termination hereof, suspension of disbursement of City Funds to the Developer, or recovery of City Funds from the Developer, and the City shall, with respect to such defaults, seek any remedies pursuant to Section 15.02 and Section 18.27 or otherwise from and against Method only and not from and against Developer.

ARTICLE SIXTEEN: MORTGAGING OF THE PROJECT

16.01 Mortgaging of the Project. Any and all mortgages or deeds of trust in place as of the date hereof with respect to the Property or Project or any portion thereof are listed on Exhibit I hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing, if any) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or execute and permit to be recorded against the Property or Project or any portion thereof without obtaining the prior written consent of the City is referred to herein as a "New Mortgage." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or execute and permit to be recorded against the Property or Project or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and Developer as follows:

(a) If a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof by the exercise of remedies under a mortgage or deed of trust (other than an Existing Mortgage or a Permitted Mortgage) whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but will not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party will be entitled to no rights or benefits under this Agreement, but such party will be bound by those provisions of this Agreement that are covenants expressly running with the land comprising the Property (as defined herein).

(b) Notwithstanding any provision of this Agreement to the contrary, the exercise of the remedies of foreclosure of a mortgage or any sale of Developer's interest in the Property in connection with a foreclosure, whether by judicial proceedings or by virtue of any power of sale contained in the mortgage, or any conveyance of Developer's interest in the Property to the mortgagee or its nominee or designee by virtue of or in lieu of foreclosure or other appropriate proceedings, or any conveyance of Developer's interest in the Property by the mortgagee or its nominee or designee, or any other exercise of remedies under the documents evidencing Lender Financing shall not require the consent or approval of the City or constitute a breach of any provision of or a default under this Agreement.

(c) If any mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof by the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.15 hereof, then the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the executory obligations and liabilities of "Developer" hereunder. Notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party will have no liability under this Agreement for any Event of Default of Developer which occurred prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer will be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest hereunder, such party will be entitled to no rights and benefits under this Agreement, and such party will be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(d) Prior to the issuance by the City to Developer of a Certificate of Completion under Article Seven hereof, no New Mortgage will be executed with respect to the Property or the Project or any portion thereof without the prior written consent of the Commissioner of HED. A feature of such consent will be that any New Mortgage will subordinate its mortgage lien to the covenants in favor of the City that run with the land. After the issuance of a Certificate of Completion, consent of the Commissioner of HED is not required for any such New Mortgage.

ARTICLE SEVENTEEN: NOTICES

17.01 Notices. All notices and any other communications under this Agreement will: (A) be in writing; (B) be sent by: (i) telecopier/fax machine, (ii) delivered by hand, (iii) delivered by an

overnight courier service which maintains records confirming the receipt of documents by the receiving party, or (iv) registered or certified U.S. Mail, return receipt requested; (c) be given at the following respective addresses:

If to the City: City of Chicago
Department of Housing and Economic Development
Attn: Commissioner
121 North LaSalle Street, Room 1000
Chicago, IL 60602
312/744-4190 (Main No.)
312/744-2271 (Fax)

With Copies To: City of Chicago
Corporation Counsel
Attn: Finance and Economic Development Division
121 North LaSalle Street, Room 600
Chicago, IL 60602
312/744-0200 (Main No.)
312/742-0277 (Fax)

If to Developer: _____, LLC
c/o Chicago Neighborhood Initiatives, Inc.
10000 E. 111th Street – 10th Floor
Chicago, IL 60628
Attn: David Doig

With Copies To: DLA Piper LLP (US)
203 North LaSalle Street
19th Floor
Chicago, IL 60601
Attn: David L. Reifman, Esq.
Mariah F. DiGrino, Esq.

If to Method:

With Copies To:

or at such other address or telecopier/fax or telephone number or to the attention of such other person as the party to whom such information pertains may hereafter specify for the purpose in a notice to the other specifically captioned "Notice of Change of Address" and, (D) be effective or deemed delivered or furnished: (i) if given by telecopier/fax, when such communication is confirmed to have been transmitted to the appropriate telecopier/fax number specified in this section, and confirmation is deposited into the U.S. Mail, postage prepaid to the recipient's address shown herein; (ii) if given by hand delivery or overnight courier service, when left at the address of the addressee, properly addressed as provided above.

17.02 Developer Requests for City or HED Approval. Any request under this Agreement for City or HED approval submitted by Developer will comply with the following requirements:

(a) be in writing and otherwise comply with the requirements of Section 17.01 (Notices);

(b) expressly state the particular document and section thereof relied on by Developer to request City or HED approval;

(c) if applicable, note in bold type that failure to respond to Developer's request for approval by a certain date will result in the requested approval being deemed to have been given by the City or HED;

(d) if applicable, state the outside date for the City's or HED's response; and

(e) be supplemented by a delivery receipt or time/date stamped notice or other documentary evidence showing the date of delivery of Developer's request.

ARTICLE EIGHTEEN: ADDITIONAL PROVISIONS

18.01 Amendments. This Agreement and the Schedules and Exhibits attached hereto may not be modified or amended except by an agreement in writing signed by the parties; provided, however, that the City in its sole discretion, may amend, modify or supplement the Redevelopment Plans. For purposes of this Agreement, Developer is only obligated to comply with the Redevelopment Plans as in effect on the date 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 18.01 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 obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than 90 days.

18.02 Complete Agreement, Construction, Modification. This Agreement, including any exhibits and the other agreements, documents and instruments referred to herein or contemplated hereby, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, commitments and writings with respect to such subject matter. This Agreement and the Schedules and Exhibits attached hereto may not be contradicted by evidence of prior, contemporaneous, or subsequent verbal agreements of the parties. There are no unwritten verbal agreements between the parties.

18.03 Limitation of Liability. No member, elected or appointed official or employee or agent of the City shall be individually, collectively or personally liable to Developer or any successor in interest to Developer in the event of any default or breach by the City or for any amount which may become due to Developer or any successor in interest, from the City or on any obligation under the terms of this Agreement.

18.04 Further Assurances. 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, and to accomplish the transactions contemplated in this Agreement.

18.05 Waivers. No party hereto will be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. No delay or omission on

the part of a party in exercising any right will 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 will 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, will constitute a waiver of any of such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein must not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

18.07 Parties in Interest/No Third Party Beneficiaries. The terms and provisions of this Agreement are binding upon and inure to the benefit of, and are enforceable by, the respective successors and permitted assigns of the parties hereto, including, with respect to Sections 8.17 and 18.27, Method. This Agreement will 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. Nothing contained in this Agreement, nor any act of the City, Developer or Method, will be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Developer.

18.08 Titles and Headings. The Article, section and paragraph headings contained herein are for convenience of reference only and are not intended to limit, vary, define or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, must be construed together and will constitute one and the same instrument.

18.10 Counterpart Facsimile Execution. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine will be treated as an original document. The signature of any party thereon will be considered as an original signature, and the document transmitted will be considered to have the same binding legal effect as an original signature on an original document. At the request of either party, any facsimile document will be re-executed by other parties in original form. No party hereto may raise the use of a facsimile machine as a defense to the enforcement of this Agreement or any amendment executed in compliance with this section. This section does not supersede the requirements of Article Seventeen: Notices.

18.11 Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, is be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the parties will negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the parties' intent in entering into this Agreement.

18.12 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances in effect as of the date of this Agreement, such ordinance(s) will prevail and control.

18.13 Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State, without regard to its conflicts of law principles.

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

18.15 Assignment. Prior to the issuance by the City to Developer of a Certificate of Completion, 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; provided, however, that Developer may assign, on a collateral basis, the right to receive City Funds to a lender providing Lender Financing, if any, which has been identified to the City as of the Closing Date. Any successor in interest to Developer under this Agreement (excluding any Lender that has been assigned only the right to received City Funds on a collateral basis) will certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Section 8.16(c) (Real Estate Taxes) and Section 8.25 (Survival of Covenants) hereof, for the Term of the Agreement. Developer hereby consents to the City's assignment or other transfer of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement is binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and will inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein).

18.17 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them will 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, war, acts of terrorism, imposition of martial law, plague or other illness, bank holidays or stock or commodity exchange closures or wire transfer interruptions, capital controls, civil disorders, rebellions or revolutions, strike, shortage of material, power interruptions or blackouts, cyber-attacks, electromagnetic pulse ("EMP") attacks, fuel shortages or rationing, 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, except to the extent that, the non-performing party is at fault in failing to prevent or causing such default or delay; and provided that such default or delay cannot reasonably be circumvented by the non-performing party through the use of alternative sources, work around plans or other means. The individual or entity relying on this section with respect to any such delay will, 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 affected by any such events described above.

18.18 Exhibits and Schedules. All of the exhibits and schedules to this Agreement are incorporated herein by reference. Any exhibits and schedules to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same has been set forth verbatim herein.

18.19 Business Economic Support Act. Under the Business Economic Support Act (30 ILCS 760/1 et seq. (2006 State Bar Edition), as amended), if Developer is required to provide notice under the WARN Act, Developer will, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN 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 Developer has locations in the State. Failure by 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.

18.20 Approval. Wherever this Agreement provides for the approval or consent of the City, HED or the Commissioner, or any matter is to be to the City's, HED'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, HED 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 HED in making all approvals, consents and determinations of satisfaction, granting the Certificate of Completion or otherwise administering this Agreement for the City.

18.21 Construction of Words. The use of the singular form of any word herein includes the plural, and vice versa. Masculine, feminine and neuter pronouns are fully interchangeable, where the context so requires. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. The term "include" (in all its forms) means "include, without limitation" unless the context clearly states otherwise. The word "shall" means "has a duty to."

18.22 Date of Performance. If any date for performance under this Agreement falls on a Saturday, Sunday or other day which is a holiday under Federal law or under State Law, the date for such performance will be the next succeeding Business Day.

18.23 Survival of Agreements. All covenants and agreements of the parties contained in this Agreement will survive the Closing Date in accordance with the provisions of this Agreement.

18.24 Equitable Relief. In addition to any other available remedy provided for hereunder, at law or in equity, to the extent that a party fails to comply with the terms of this Agreement, any of the other parties hereto shall be entitled to injunctive relief with respect thereto, without the necessity of posting a bond or other security, the damages for such breach hereby being acknowledged as unascertainable.

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

18.26 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 attorneys' fees, incurred in connection with the enforcement of the provisions of this Agreement but only if the City is determined to be the prevailing party in an action for enforcement. This includes, subject to any limits under applicable law, reasonable attorneys' fees and legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.27 Jobs, Occupancy and Operations.

(a) Upon completion of certain initial work on the Project, Method shall purchase the Property from Developer and construct a manufacturing and distribution facility thereon (the "Method Facility"). In the event Method fails to so purchase the Property in accordance with the Method Contract or so construct a manufacturing and distribution facility thereon by [_____], either such failure shall be considered an Event of Default by Method, and Method hereby agrees and shall be obligated to reimburse the City $8,100,000 plus interest.

(b) The following terms shall have the meanings set forth below for purposes of this Section 18.27:

"Closure" shall mean the cessation of the occupancy and operation of the Method Facility by Method at any time during the Occupancy Period. Closure shall not include the cessation of the occupancy and operation of the Method Facility by Method at any time during the Occupancy Period where such cessation is caused by: (a) a Force Majeure Event; or (b) periodic or seasonal vacation periods in the normal course of Method's business (not to exceed twenty-one days each).

"Closure Default" shall mean Closure during the Occupancy Period.

"Commencement Date" shall mean the date on which the City issues a certificate of occupancy for the Method Facility.

"Compliance Period" shall mean, collectively, the Job Creation Period and the Occupancy Period.

"Full-Time Equivalent" shall mean shall mean positions pursuant to which an employee or employees are working for Method on, at or from Method Facility, individually or in aggregate, an average of 35 hours per week (taking into account personal days and permitted vacations) during a given calendar year.

"Job Creation Cure Period" shall mean the Job Creation Period Year following a Job Creation Period Year in which a Job Creation Default occurs, during which period the previous Job Creation Default may be cured. Only one Job Creation Cure Period shall be allowed.

"Job Creation Default" shall mean failure to maintain the Minimum Job Creation during the Job Creation Period for any reason other than Force Majeure Events.

"Job Creation Period" shall mean the ten-year period of time from the Commencement Date through and including the tenth anniversary of the Commencement Date (as may be extended to accommodate a Job Creation Cure Period).

"Job Creation Period Year" shall mean any year within the Job Creation Period beginning on the Commencement Date (for the first Job Creation Period Year) or an anniversary thereof (for the second through tenth Job Creation Period Years)

"Job Creation Report" shall mean an annual progress report provided to HED by Method detailing Method's compliance with the requirement to maintain the Minimum Job Creation.

"Minimum Job Creation" shall mean the creation and retention of not less than 55 Full-Time Equivalent, permanent jobs by Method at, on or from the Method Facility by not later than the end of the first Job Creation Period Year.

"Occupancy Period" shall mean the ten-year period of time from the Commencement Date through and including the tenth anniversary of the Commencement Date.

"Occupancy Period Year" shall mean any year within the Occupancy Period beginning on the Commencement Date (for the first Occupancy Period Year) or an anniversary thereof (for the second through tenth Occupancy Period Years).

(c) [The Developer shall obligate Method to Maintain, and] Method shall maintain 65 Full-Time Equivalent, permanent jobs by Method at, on or from the Method Facility by not later than the end of the first Job Creation Period Year. Method shall retain its bottler on-site at the Method Facility, which bottler is expected to employ at least 20 Full-Time Equivalent, permanent jobs.

(d) [The Developer shall obligate Method to occupy and operate, and] Method shall occupy and operate the Method Facility through the Occupancy Period.

(e) The covenants set forth in Section 18.27(c-d) shall run with the land and be binding upon Method and any subsequent transferee of Method.

(f) The occurrence of a Closure Default and/or a Job Creation Default, subject to the provisions of Sections 18.27(g-h) (including but not limited to the provision of notice by the City and, as to a Job Creation Default only, the expiration of the applicable cure period both required by Section 18.27(h)) shall constitute a "Section 18.27 Event of Default" hereunder.

(g) Remedies. This Section 18.27(g) shall be subject to Section 18.27(h) below. In no event shall an uncured Event of Default under this Section 18.27 be considered an Event of Default by Developer, nor shall the City seek any remedies against Developer, including to collect any amounts due from Method as a result of a Section 18.27 Event of Default, terminate this Agreement, or suspend disbursement of City Funds to Developer or recover City Funds from Developer in connection with any Section 18.27 Event of Default.

(i) Upon the occurrence of an uncured Section 18.27 Event of Default during the first three years (1-3) of the Compliance Period, Method shall be obligated to reimburse the City $8,100,000.

(ii) Upon the occurrence of an uncured Section 18.27 Event of Default during the next five years (4-8) of the Compliance Period, Method shall be obligated to reimburse the City $6,100,000.

(iii) Upon the occurrence of an uncured Section 18.27 Event of Default during the remaining years of the Compliance Period following the eight years identified above, Method shall be obligated to reimburse the City $3,100,000.

(iv) Additionally, upon each and any failure to submit an Annual Compliance Report pursuant to Section 8.17 hereof Method shall be obligated to reimburse the City $500,000.

(h) Curative Period. (i) One Job Creation Cure Period shall be allowed to cure one Job Creation Default. The cure of such Job Creation Default shall be evidenced to HED's satisfaction prior to the close of the applicable Job Creation Cure Period. A second or subsequent Job Creation Default shall not be subject to cure.

(ii) No cure period shall be permitted in the event of a Closure Default.

(iii) The Job Creation Cure Period may be extended within the sole and absolute discretion of the Commissioner.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be signed on or as of the day and year first above written.

CHICAGO NEIGHBORHOOD INITIATIVES, INC., an
Illinois not-for-profit corporation

By:

Name:

Title:

CITY OF CHICAGO

By:

Name:
Commissioner,
Department of Housing and Economic Development

Limited Joinder of People Against Dirty Property Management, LLC

People Against Dirty Property Management, LLC, a Delaware limited liability company ("Method"), has caused this Limited Joinder hereto to be signed on behalf of itself, and hereby joins solely for the purpose of making those obligations, covenants and promises of performance which are made by and to the extent applicable to Method in Sections 8.16(c), 8.17 and 18.27 hereof.

People Against Dirty Property Management, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF)
) SS
COUNTY OF)

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 Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation (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 Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2013.

Notary Public

My Commission Expires

(SEAL)

STATE OF)
) SS
COUNTY OF)

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 People Against Dirty Property Management, LLC, a Delaware limited liability company ("Method"), 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 Method, as his/her free and voluntary act and as the free and voluntary act of Method, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2013.

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 _____ Commissioner of the Department of Housing and Economic 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 he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as him/her 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 _____, 2013.

Notary Public

My Commission Expires

[(Sub)Exhibits "A", "B", "C", "F", "G", "K", "L" and "M" referred to in this Chicago Neighborhood Initiative, Inc. Redevelopment Agreement unavailable at time of printing.]

Schedules A and B, (Sub)Exhibits "D-1", "D-2", "E", "H", "I", "J", "N" and "O" referred to in this Chicago Neighborhood Initiatives, Inc. Redevelopment Agreement read as follows:

Schedule A.
(To Chicago Neighborhood Initiatives, Inc.
Redevelopment Agreement)

Definitions.

North Pullman And Lake Calumet Industrial Area
Redevelopment Project Areas.

Chicago Neighborhood Initiatives, Inc.
Redevelopment Project.

Redevelopment Agreement
Dated As Of _____ _____, 2013.

For purposes of this Agreement the following terms shall have the meanings stated forth below:

"Acquisition" has the meaning defined in Recital D.

"Act" has the meaning defined in Recital B.

"Actual Residents of the City" has the meaning defined for such phrase in Section 10.02(c).

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

"Agreement" has the meaning defined in the Agreement preamble.

"Annual Compliance Report" shall mean a signed report from Developer and Method to the City: (a) itemizing each of Developer's and Method's respective obligations under the Agreement during the preceding calendar year; (b) certifying Developer's and Method's respective compliance or noncompliance with such obligations; (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance; and (d) certifying that Developer and Method are not in default beyond applicable notice and cure periods with respect to any provision of the Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) delivery of Financial Statements and unaudited financial statements (Section 8.13); (2) delivery of

updated insurance certificates, if applicable (Section 8.11); (3) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.12); (4) compliance with the Jobs, Occupancy and Operations covenants (Section 18.27); and (5) compliance with all other executory provisions of the Agreement.

"Bonds" has the meaning defined in Section 8.05.

"Bond Ordinance" means the City Ordinance authorizing the issuance of Bonds.

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

"Certificate of Completion" has the meaning defined in Section 7.01.

"Change Order" means any amendment or modification to the Scope Drawings, the Plans and Specifications, or the Project Budget (all as defined below) within the scope of Sections 3.03, 3.04 and 3.05.

"Chicago Neighborhood Initiatives" has the meaning defined in the Agreement preamble.

"City" has the meaning defined in the Agreement preamble.

"City Contract" has the meaning defined in Section 8.01(I).

"City Council" means the City Council of the City of Chicago as defined in Recital C.

"City Funds" means the funds described in Section 4.03(a).

"City Group Member" has the meaning defined in Section 8.20.

"City Requirements" has the meaning defined in Section 3.07.

"Closing Date" means the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Commissioner" or "Commissioner of HED" means that individual holding the office and exercising the responsibilities of the Commissioner or Acting Commissioner of the City's Department of Housing and Economic Development and any successor City Department.

"Contribution" and "political contribution" each has the meaning defined in Section 8.24.

"Construction Contract" means that certain contract substantially in the form of (Sub)Exhibit G, to be entered into between Developer and the General Contractor (as defined below) providing for construction of, among other things, the TIF-Funded Improvements. The parties to this Agreement may agree that the Construction Contract may be provided after Closing Date.

"Construction Program" has the meaning defined in Section 10.03(a).

"Corporation Counsel" means the City's Department of Law.

"Developer" has the meaning defined in the Agreement preamble.

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

"Employer(s)" has the meaning defined in Section 10.01.

"Environmental Laws" means 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, including but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 USC Section 1802, et seq.); (iv) the Resource Conservation and Recovery Act (42 USC Section 6902, et seq.); (v) the Clean Air Act (42 USC Section 7401, et seq.); (vi) the Clean Water Act (33 USC Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 USC Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 USC Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago (as defined below), and including the following Municipal Code Sections: 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550 or 11-4-1560.

"Equity" means funds of Developer (other than funds derived from Lender Financing (as defined below)) irrevocably available for the Project, in the amount stated in Section 4.01 hereof, which amount may be increased under Section 4.06 (Cost Overruns).

"Event of Default" has the meaning defined in Section 15.01.

"Excess Profit" has the meaning defined in Section 4.05(c).

"Existing Mortgages" has the meaning defined in Section 16.01.

"Financial Statements" means the financial statements regularly prepared by Developer, if any, and including, but not limited to, a balance sheet, income statement and cash-flow statement, in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods, for business enterprises operating for profit in the United States of America, and also includes financial statements (both audited and unaudited) prepared by a certified public accountant, together with any audit opinion and management letter issued by Developer's auditor.

"General Contractor" means the general contractor(s) hired by Developer under Section 6.01.

"Governmental Charge" has the meaning defined in Section 8.16(a)(i).

"Hazardous Materials" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"HED" has the meaning defined in the Agreement preamble.

"Human Rights Ordinance" has the meaning defined in Section 10.01(a).

"Incremental Taxes" means such ad valorem taxes which, pursuant to the North Pullman TIF 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 for deposit by the Treasurer into a special tax allocation fund established to pay Redevelopment Project Costs (as defined below) and obligations incurred in the payment thereof, such fund for the purposes of this Agreement being the North Pullman Redevelopment Project Area Special Tax Allocation Fund, and shall also include funds which the City shall transfer into the North Pullman Redevelopment Project Area Special Tax Allocation Fund pursuant to Section 5/11-74.4-4(q) of the Act from the following redevelopment project areas in the amounts indicated:

Redevelopment Project Area	Not To Exceed Amount
Lake Calumet Area Industrial	$5,600,000
Roseland/Michigan Avenue	$1,000,000
Stony Island Commercial and Burnside Industrial Corridors	$1,500,000

"Indemnitee" and "Indemnitees" have the respective meanings defined in Section 13.01.

"Labor Department" has the meaning defined in Section 8.08.

"Lender" means a provider of Lender Financing.

"Lender Financing" means funds borrowed by Developer from lenders, if any, and available to pay for costs of the Project, in the amount stated in Section 4.01.

"MBE(s)" has the meaning defined in Section 10.03(b).

"MBE/WBE Program" has the meaning defined in Section 10.03(a).

"Minimum Assessed Value" has the meaning defined in Section 8.16(c)(i).

"Minority-Owned Business" has the meaning defined in Section 10.03(b).

"MOPD" has the meaning defined in Section 3.13.

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

"New Mortgage" has the meaning defined in Section 16.01.

"Non-Governmental Charges" means all Non-Governmental Charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"North Pullman Redevelopment Project Area Special Tax Allocation Fund" means the special tax allocation fund created by the City in connection with the North Pullman Redevelopment Area into which the Incremental Taxes (as defined below) will be deposited.

"North Pullman TIF Adoption Ordinance" has the meaning stated in Recital C.

"Other Agreement" has the meaning defined in Section 8.24.

"Permitted Liens" means those liens and encumbrances against the Property and/or the Project stated in (Sub)Exhibit 1.

"Permitted Mortgage" has the meaning defined in Section 16.01.

"Plan Adoption Ordinance" has the meaning defined in Recital C.

"Plans and Specifications" means final construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Political fundraising committee" has the meaning defined in Section 8.24.

"Prior Expenditure(s)" has the meaning defined in Section 4.04.

"Procurement Program" has the meaning defined in Section 10.03(a).

"Project" has the meaning defined in Recital D.

"Project Budget" means the budget stated in (Sub)Exhibit D-1, showing the total cost of the Project by line item, as furnished by Developer to HED, in accordance with Section 3.03.

"Property" has the meaning defined in Recital D.

"Redevelopment Areas" means the North Pullman Redevelopment Project Area and the Lake Calumet Area Industrial Redevelopment Project Area as legally described in (Sub)Exhibit A, and defined in Recital C.

"Redevelopment Plans" has the meaning defined in Recital E.

"Redevelopment Project Costs" means redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget stated in the Redevelopment Plans or otherwise referenced in the Redevelopment Plans.

"Requisition Form" has the meaning defined in Section 4.03(a).

"Scope Drawings" means preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"State" means the State of Illinois as defined in Recital A.

"Survey" means a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property meeting the 2011 minimum standard detail requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2011, dated within 75 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, 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 any updates thereof to reflect improvements to the Property as required by the City or the lender(s) providing Lender Financing, if any).

"Term of the Agreement" means the period of time commencing on the Closing Date and ending on December 31, 2033 (such date being the last date of the calendar year in which taxes levied in the year that is 23 years after the creation of the North Pullman Redevelopment Area are paid) or such later date as the North Pullman Redevelopment Area expires in accordance with the North Pullman TIF Ordinances.

"TIF Bonds" has the meaning defined for such term in Recital F.

"TIF Bond Ordinance" has the meaning stated in Recital F.

"TIF Bond Proceeds" has the meaning stated in Recital F.

"TIF District Administration Fee" has the meaning described in Section 4.05(b).

"TIF-Funded Improvements" means those improvements of the Project listed in (Sub)Exhibit E, all of which have been determined by the City prior to the date hereof to be qualified Redevelopment Project Costs and costs that are eligible under the Redevelopment Plans for reimbursement by the City out of the City Funds, subject to the terms of this Agreement.

"TIF Ordinances" has the meaning stated in Recital C.

"Title Company" means that Chicago Title Insurance Company or such other title insurance company agreed to by Developer and the City.

"Title Policy" means a title insurance policy in the most recently revised ALTA or equivalent form, showing 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.

"Under Assessment Complaint" has the meaning set forth in Section 8.16(c)(iii).

"WARN Act" means the Worker Adjustment and Retraining Notification Act (29 USC Section 2101, et seq.).

"WBE(s)" has the meaning defined in Section 10.03(b).

"Women-Owned Business" has the meaning defined in Section 10.03(b).

Schedule B.
(To Chicago Neighborhood Initiatives, Inc.
Redevelopment Agreement)

Article Twelve: Insurance Requirements.

North Pullman And Lake Calumet Industrial Area
Redevelopment Project Areas.

Chicago Neighborhood Initiative, Inc.
Redevelopment Project.

Redevelopment Agreement
Dated As Of _____ _____, 2013.

12.01 Insurance.

Developer will provide and maintain, or cause to be provided and maintained, at Developer's own expense, during the Term of this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

(a) Prior To Execution And Delivery Of This Agreement:

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation and Employer's Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement in statutorily prescribed limits and Employer's Liability coverage with limits of not less than $100,000 each accident or illness.

(ii) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $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 is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers' Compensation And Employer's Liability Insurance.

Workers' Compensation Employer Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement in statutorily prescribed limits and Employer's Liability coverage with limits of not less than $500,000 each accident or illness.

(ii) Commercial General Liability (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: all premises and operations, products/completed operations (for a minimum of two years following Project completion), explosion, collapse, underground, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Developer must cause each Contractor to provide Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, noncontributory basis.

(iv) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on railroad or rail transit property or within 50 feet of railroad or rail transit property, contractor must provide, or cause to be provided with respect to the operations that the contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $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.

(v) All Risk Builders Risk Insurance.

When the Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Developer must cause each contractor to provide, or cause to be provided All Risk Blanket Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Project. Coverage shall include but are not limited to the following: collapse, boiler and machinery if applicable, flood including surface water backup. The City will be named as an additional insured and loss payee.

(vi) Professional Liability.

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Developer must cause such parties to maintain Professional Liability Insurance covering acts, errors, or omissions which shall be maintained with limits of not less than $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 performed in connection with this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two years.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement by Developer's architects, contractors, subcontractors, project managers and other parties constructing the Project, Developer will cause such parties to maintain Valuable Papers Insurance which must be maintained in an amount to insure against any loss whatsoever, and which must have limits sufficient to pay for the re-creations and reconstruction of such records.

(viii) Contractor's Pollution Liability.

When any environmental remediation work is performed which may cause a pollution exposure, Developer will cause the party performing such work to maintain contractor's Pollution Liability insurance with limits of not less than $1,000,000 insuring bodily injury, property damage and environmental remediation, cleanup costs and disposal. When policies are renewed, 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 year. The City is to be named as an additional insured on a primary, noncontributory basis.

(ix) Blanket Crime.

Developer must provide Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of the maximum monies collected or received and in the possession of Developer at any given time.

(c) Other Insurance Required.

(i) Prior to the execution and delivery of this Agreement and during construction of the project. All risk Property Insurance in the amount of the full replacement value of the Project. The City is to be named as an additional insured.

(ii) Post-construction, throughout the Term of the Agreement, All Risk Property Insurance, including improvements and betterments in the amount of full replacement value of the Project. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable. The City is to be named as an additional insured.

(d) Other Requirements.

(i) Developer will furnish the City of Chicago, Department of Housing and Economic Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverage have an expiration of renewal date occurring during the Term of this Agreement. Developer will submit evidence of insurance on the City Insurance Certificate Form or commercial 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 must not be deemed to be a waiver by the City.Developer will advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance will 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 terminate this Agreement until proper evidence of insurance is provided.

(ii) The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

(iii) Any and all deductibles or self-insured retentions on referenced insurance coverages are borne by Developer.

(iv) Developer agrees that insurers waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

(v) Developer expressly understands and agrees that the coverages and limits furnished by Developer will in no way limit the Developer's liabilities and responsibilities specified within the Agreement documents or by law.

(vi) Developer expressly understands and agrees that the Developer's insurance is primary and any insurance of self-insurance programs maintained by the City will not contribute with insurance provided by Developer under the Agreement.

(vii) The required insurance to be carried is not limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity in therein given as a matter of law.

(viii) Developer will require its general contractor and all subcontractors to provide the insurance required herein or Developer may provide the coverage for the contractor or subcontractors. All contractors and subcontractors will be subject to the same requirements of Developer unless otherwise specified herein.

(ix) If Developer, contractor or subcontractor desires additional coverages, Developer, contractor and each subcontractor will be responsible for the acquisition and cost of such additional protection.

(x) The City Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as such action does not, without Developer's written consent, increase such requirements.

(Sub)Exhibit "D-1".
(To Chicago Neighborhood Initiatives, Inc.
Redevelopment Agreement)

Project Budget.

North Pullman And Lake Calumet Industrial Area
Redevelopment Project Areas.

Chicago Neighborhood Initiatives, Inc.
Redevelopment Project.

Redevelopment Agreement
Dated As Of _____ _____, 2013.

Hard Costs	Amount
Miscellaneous Hard Costs	$2,822,305
Site Prep -- Earthwork	1,958,850
General Conditions	300,000
Construction Management	195,000
Hard Cost Contingency	479,000
Total Hard Costs:	$5,755,155

Soft Costs/Fees	Amount
A/E	$ 187,000
Legal, Title, Closing Costs	175,000

	Amount
Miscellaneous Soft Costs	$ 163,551
Permits	35,000
Contingency	34,000
Total Soft Costs:	$ 594,551
Land Acquisition	$3,561,030
TOTAL PROJECT BUDGET:	$9,910,736

(Sub)Exhibit "D-2".
(To Chicago Neighborhood Initiatives, Inc.
Redevelopment Agreement)

Construction (MBE/WBE) Budget.

North Pullman And Lake Calumet Industrial Area
Redevelopment Project Areas.

Chicago Neighborhood Initiatives, Inc.
Redevelopment Project.

Redevelopment Agreement
Dated As Of _____ _____, 2013.

Hard Costs of Construction	$4,991,155
Soft Costs/Fees	187,000
MBE/WBE Project Budget	$5,178,155
MBE Total at 24%	$1,242,757
WBE Total at 4%	$ 207,126

(Sub)Exhibit "E".
(To Chicago Neighborhood Initiatives, Inc.
Redevelopment Agreement)

Schedule Of TIF-Funded Improvements.

North Pullman And Lake Calumet Industrial Area
Redevelopment Project Areas.

Chicago Neighborhood Initiatives, Inc.
Redevelopment Project.

Redevelopment Agreement
Dated As Of _____ _____, 2013.

Property assembly costs, including acquisition, demolition of buildings, site preparation, and engineered barriers	$8,100,000
TOTAL:	$8,100,000*

(Sub)Exhibit "H".
(To Chicago Neighborhood Initiatives, Inc.
Redevelopment Agreement)

Approved Prior Expenditures.

North Pullman And Lake Calumet Industrial Area
Redevelopment Project Areas.

Chicago Neighborhood Initiatives, Inc.
Redevelopment Project.

Redevelopment Agreement
Dated As Of _____ _____, 2013.

Prior TIF Eligible Expenditures:

Property assembly costs, including acquisition, demolition of buildings, site preparation, and engineered barriers	$tbd

* Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed $8,100,000.

Costs of rehabilitation, reconstruction, or repair or remodeling of existing public or private buildings	$tbd
Financing costs, including interest accruing during construction	$tbd
TOTAL:	$tbd

(Sub)Exhibit "I".
(To Chicago Neighborhood Initiatives, Inc.
Redevelopment Agreement)

Permitted Liens.

North Pullman And Lake Calumet Industrial Area
Redevelopment Project Areas.

Chicago Neighborhood Initiatives, Inc.
Redevelopment Project.

Redevelopment Agreement
Dated As Of _____ ____, 2013.

1. Liens or encumbrances against the Property (and related improvements):

   Those matters set forth as Schedule B title exceptions in the owner's title insurance policy issued by the Title Company as of the Closing Date, 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 Developer or the Project, other than liens against the Property (and related improvements), if any: _____.

(Sub)Exhibit "J".
(To Chicago Neighborhood Initiatives, Inc.
Redevelopment Agreement)

Form Of Opinion Of Developer's Counsel.

North Pullman And Lake Calumet Industrial Area
Redevelopment Project Areas.

Chicago Neighborhood Initiatives, Inc.
Redevelopment Project.

Redevelopment Agreement
Dated As Of _____ ____, 2013.

[To Be Retyped On The Developer's Counsel's Letterhead]

_____, 2013.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to Chicago Neighborhood Initiatives, Inc., an Illinois not-for-profit corporation (the "Developer") in connection with the construction of certain improvements in the North Pullman Redevelopment Project Area and the Lake Calumet Industrial 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) Chicago Neighborhood Initiatives, Inc. Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer and the City of Chicago (the "City"); and

(b) 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 each of Developer's (i) Articles of Incorporation, as amended to date, (ii) bylaws, (iii) qualifications to do business

and certificates of good standing in all states in which Developer is qualified to do business, and (iv) records of all corporate proceedings relating to the Project; and

(b) such other documents, records and legal matters as I 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 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. Developer is a not-for-profit corporation duly incorporated, validly existing and in good standing under the laws of its state of incorporation, 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 as a foreign organization 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. 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, Developer's Articles of Incorporation 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 Developer is a party or by which 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 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 in favor of any lender providing lender financing.

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 the officers and directors of the Developer. 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 equity of Developer.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against Developer or affecting Developer or its property, or seeking to restrain or enjoin the performance by 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, 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 Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by Developer or any other party under any material contract, lease, agreement, instrument or commitment to which 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 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 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, 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 or the laws of the State of Illinois.

This opinion is issued at 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 "N".
(Chicago Neighborhood Initiatives, Inc.
Redevelopment Agreement)

City Funds Requisition Form.

North Pullman And Lake Calumet Industrial Area
Redevelopment Project Areas.

Chicago Neighborhood Initiatives, Inc.
Redevelopment Project.

Redevelopment Agreement
Dated As Of _____ _____, 2013.

State of Illinois)
) SS.
County of Cook)

The affiant, Chicago Neighborhood Initiatives, Inc. ("Developer"), hereby certifies that with respect to that certain Chicago Neighborhood Initiatives, Inc. Redevelopment Agreement between Developer and the City of Chicago dated as of _____ ____, 2013 (the "Redevelopment Agreement"):

A. Expenditures 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 TIF-Funded Improvements for the Project reimbursed by the City to date:

$_____

C. The Developer requests reimbursement for the following cost of TIF-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 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.

All capitalized terms which are not defined herein have the meanings given such terms in the Redevelopment Agreement.

Chicago Neighborhood Initiative, Inc.,
an Illinois not-for-profit corporation

By: _____

Printed
Name: _____

Title: _____

Subscribed and sworn before me
this ____ day of _____, _____

My commission expires: _____

(Sub)Exhibit "O".
(Chicago Neighborhood Initiatives, Inc.
Redevelopment Agreement)

Form City Subordination Agreement.

North Pullman And Lake Calumet Industrial Area
Redevelopment Project Areas.

Chicago Neighborhood Initiatives, Inc.
Redevelopment Project.

Redevelopment Agreement
Dated As Of _____ _____, 2013.

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 Housing and Economic Development (the "City"), [Name Lender], a [national banking association] (the "Lender").

Witnesseth:

Whereas, [Description of the Project]

Whereas, [Description of financing and security documents] as part of obtaining financing for the Project, Developer (the "Borrower"), have entered into a certain Construction Loan Agreement dated as of _____, 201__ with the Lender 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 _____, 201__ and recorded _____, 201__ as document number _____ made by the Borrower to the Lender; and (ii) other security (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents");

Whereas, 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");

Whereas, Pursuant to the Redevelopment Agreement, Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections 8.02 and 8.16(c) of the Redevelopment Agreement (the "City Encumbrances");

Whereas, The City has agreed to enter into the Redevelopment Agreement with Developer as of the date hereof subject, among other things, to (a) the execution by 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 any of the Lender's other rights or other priorities under the Loan Documents, including without limitation the Lender's right to receive, and 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. Furthermore, nothing herein shall have any effect whatsoever on the respective rights, obligation and covenants of the Lender and the City under that certain Redevelopment Agreement dated _____, 201__. The liabilities and obligations of the Lender with respect to the City Encumbrances and the City Agreements shall be as set forth in Section 16 of the Redevelopment Agreement.

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 Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of Developer's default in connection therewith. Under no circumstances shall Developer or any third party be entitled to rely upon the agreement provided for herein. Failure of either party to deliver such notices or waivers shall in no instance alter the rights or remedies of such party under the Loan Documents or the City Agreements.

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 Housing and Economic 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: _____ Commission,
Department of Housing and
Economic Development

Acknowledged and Agreed to this
___ day of _____, _____

[Developer], 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 _____, personally known to me to be the Commissioner of the Department of Housing and Economic 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, (s)he signed and delivered the said instrument pursuant to authority, as his/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]

PUBLIC HEARING ON REESTABLISHMENT OF SPECIAL SERVICE AREA NO. 20.
[O2013-6463]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Committee on Finance to hold a public hearing in order to reestablish Special Service Area Number 20, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time, and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, On October 28, 1997, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance by the City Council on November 15, 2000, which established an area known and designated as City of Chicago Special Service Area Number 20 and authorized the levy of an annual tax, for the period beginning in 1997 through and including 2003 (the "Initial Levy Period"), not to exceed an annual rate of one and zero-hundredths percent (1.00%) of the equalized assessed value of the taxable property in the area to provide certain special services in and for the area in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, The Initial Levy Period expired; and

WHEREAS, On December 8, 2004, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 20 (the "Area") to provide certain special services in and for the Area in addition to services provided generally by the City generally (the "Original Special Services") and authorizing a levy of an annual tax for the period beginning in 2004 through and including 2013 (the "Second Period") not to exceed an annual rate of one and zero-hundredths percent (1.00%) of the equalized assessed value of all property within the Area (the "Services Tax") to provide the Original Special Services for an additional period of 10 years; and

WHEREAS, The Original Special Services authorized in the Establishment Ordinance included maintenance and beautification activities, security services, coordinated marketing and promotional activities, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The City desires to authorize certain special services in the Area distinct from the Original Special Services (the "Special Services"), and to authorize the extension of the Second Period and of the levy of the Services Tax for the provision of the Special Services in the Area; and

WHEREAS, The City Council finds that (a) it is in the public interest that consideration be given to (i) the authorization of the Special Services as distinct from the Original Special Services, and (ii) the authorization of the extension of the Second Period and of the levy of the Services Tax for the provision of the Special Services in the Area for a period through and including tax year 2022; (b) the Area is contiguous; and (c) the proposed Special Services are in addition to municipal services provided by and to the City generally; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chamber, City Hall, Chicago, Illinois (the "Hearing") to consider (i) the authorization of the Special Services as distinct from the Original Special Services, and (ii) the authorization of the extension of the Second Period and of the levy of the Services Tax for the provision of the Special Services in the Area for a period

through and including tax year 2022. At the Hearing there will be considered the extension of the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide the Special Services in the Area. The Services Tax shall not exceed the annual rate of one and zero-hundredths percent (1.00%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be extended and levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for the Special Services in tax year 2013 is $175,219. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The Special Services to be considered include, but shall not be limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives). The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of South Western Avenue, from West 99th Street to West 111th Place and on the west side of South Western Avenue, from West 111th Place to West 119th Street.

SECTION 3. Notice of the Hearing shall be published at least once, not less than 15 days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than 10 days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 20.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of _____, 2013 at the City Council Chamber, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider certain matters with respect to an area within the City of Chicago known and designated as Special Service Area Number 20 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The matters shall include: (i) the authorization of certain special services (the "Special Services") which are distinct from the original special services currently

authorized within the Area, and (ii) the authorization of an extension of the period of years in which the levy of the Services Tax is authorized through and including tax year 2022. The Services Tax under consideration shall be authorized to be levied annually in tax years 2013 through and including 2022 for the provision of the Special Services. The purpose of the Services Tax shall be to provide the Special Services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives).

The Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services shall not exceed the annual rate of one and zero-hundredths percent (1.00%) of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services in tax year 2013 is $175,219. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area consists of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of South Western Avenue, from West 99th Street to West 111th Place and on the west side of South Western Avenue, from West 111th Place to West 119th Street.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by (i) the authorization of Special Services which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of the extension of the period of years in which the levy of the Services Tax is authorized through and including tax year 2022 may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to (i) the authorization of Special Services which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of the extension of the period of years in which the levy of the

Services Tax is authorized through and including tax year 2022 is filed with the City Clerk of the City of Chicago within 60 days following the final adjournment of the public hearing, the Special Services which are distinct from the original special services currently authorized within Area shall not be authorized and the period of years in which the levy of the Services Tax shall not be extended through and including tax year 2022..

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2013.

_____
City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 20.

Legal Description:

Those parts of Sections 12-37-13, 13-37-13, 24-37-13, 7-37-14, 18-37-14 and 19-37-14, East of the Third Principal Meridian, in Cook County, Illinois, taken as a tract bounded and described as follows:

beginning at the northeast corner of the southeast quarter of Section 12-37-13; thence westerly along the centerline of West 99th Street to the northerly extension of the centerline of the north/south alley in Block 1 of O. Rueter & Co.'s Beverly Hills Third Addition Subdivision; thence southerly along said north/south alley centerline extended south to the centerline of the east/west alley in Block 3 of O. Rueter & Co.'s Beverly Hills Addition Subdivision; thence westerly along said centerline to the northerly extension of the west line of Lot 16 in said Block 3; thence southerly along said west line and its southerly extension to the centerline of the north/south alley in Block 1 of Arthur Dunas Beverly Hills Manor Subdivision in the east half of the northeast quarter of Section 13-37-13; thence southerly along said north/south centerline and its extension to

the centerline of the east/west alley in Block 1 of O. Rueter & Co.'s Morgan Park Manor Subdivision in the east half of the northeast quarter of Section 13-37-13; thence westerly along said centerline to the northerly extension of the west line of Lot 16 in said Block 1; thence southerly along the west line of Lot 16 and its extension to the centerline of the north/south alley in Block 4 of Premier's Addition to Morgan Park Subdivision in the east half of the southeast quarter of Section 13-37-13; thence southerly along said centerline and its extension to the centerline of the east/west alley lying between South Artesian Avenue and South Western Avenue in the Southtown Resubdivision in the east half of the southeast quarter of Section 13-37-13; thence east along said centerline to the northerly extension of the west line of Lot 28 in said Southtown Subdivision; thence south along the west line of Lot 28 and its southerly extension to the centerline of West 111th Street; thence west along the centerline of West 111th Street to the northerly extension of the west line of Lots 1 through 15 in Elmer Jordan & Co.'s Morgan Park Subdivision in the east half of the northeast quarter of Section 24-37-13; thence southerly along said northerly extension to the centerline of the east/west alley lying south of Lots 16 through 20 in said subdivision; thence westerly along said centerline to the northerly extension of the centerline of the north/south alley in Elmer Jordan & Co.'s Morgan Park Subdivision in the east half of the northeast quarter of Section 24-37-13; thence southerly along said centerline and its southerly extension to the centerline of West 113th Street; thence west along said centerline to the east line of the west 33 feet of the north half of the southeast quarter of the northeast quarter of Section 24-37-13; thence southerly along said east line to the centerline of West 114th Street; thence easterly along the centerline of West 114th Street to the northerly extension of the east line of Lot 3 in John J. Mack's Resubdivision in Section 24-37-13; thence southerly along the west line of Lot 3 and its extension to the southeast corner of Lot 3; thence southerly along the east line of the north/south alley to the north line of Lot 4 in O.A. Bogue's Addition to Morgan Park, a subdivision in the east half of the northeast quarter of 24-37-13; thence southerly along the southerly extension of the east line of said alley to the north line of Lot 5 in Block 8 of O.A. Bogue's Addition to Morgan Park, a subdivision in the east half of the northeast quarter in Section 24-37-13; thence westerly to the west line of the east 128.10 feet of said Lot 5; thence southerly along said west line and its extension to the centerline of West 115th Street; thence easterly along said centerline to the northerly extension of the centerline of the north/south alley in Block 4 of Harold J. McElhinny's First Addition to Southtown Subdivision in the east half of the southeast quarter of Section 24-37-13; thence southerly along said centerline and its extensions to the centerline of West 119th Street; thence easterly along the centerline of West 119th Street to the north/south centerline of South Western Avenue; thence northerly along said north/south line to the centerline of West 111th Place; thence easterly along said centerline to the southerly extension of the west line of Lots 16 and 21 in Washburn's Resubdivision of Block K in the west half of the northwest quarter of Section 19-37-14; thence northerly along said west lot lines and their extension to the centerline of West 111th Street; thence easterly along said centerline to the southerly extension of a line that is 130 feet east of the west line of Lot 5 in the resubdivision of Blocks A, B, C, D, E, F, I, K, L, M, N, O, Q, R, S, T, U, V, et cetera, in the west half of the southwest quarter of Section 18-37-14 (also the east line of Tax Parcel 25-18-317-041); thence northerly along said line and its extension 165 feet (also the south line of Tax Parcel -022); thence easterly 10 feet to the east line of Tax Parcel 25-18-317-022; thence northerly 25 feet to the north line of

Tax Parcel 25-18-317-022; thence westerly 10 feet to the east line of Tax Parcel 25-18-317-050; thence northerly 25 feet to the south line of Tax Parcel 25-18-317-020, thence easterly 10 feet to the east line of Tax Parcel 25-18-317-020; thence northerly 25 feet to the north line of Tax Parcel 25-18-317-020; thence easterly to the west line of Lot 4 in the resubdivision of Lots 6 to 16 and the north 90 feet of Lots 1 to 5, inclusive, et cetera, in the west half of the southwest quarter of Section 18-37-14; thence northerly along said west line and its extensions to the centerline of West 110th Place; thence easterly along said centerline to the southerly extension of the east line of Lots 24 and 47; thence northerly along said east line and its extensions to the centerline of West 110th Street; thence westerly along said centerline to the southerly extension of the east line of Lot 58; thence northerly along the southerly extension and the east line of Lot 58 to the south line of Lot 60; thence easterly along said south line to the east line of Lot 60; thence northerly along the east line of Lots 60, 63 and 64, to the northeast corner of Lot 64; thence westerly along the north line of Lot 64 to a point that is 35 feet west of the east line of Lot 73; thence northerly along said line that is 35 feet west of the east line of Lot 73 to the centerline of West 109th Street; thence westerly along said centerline to the southerly extension of the west line of Lot 76 in the resubdivision of Block 5 of the resubdivision of the Blue Island Land and Building Co., et cetera, in the west half of the southwest quarter of Section 18-37-14; thence northerly along the west line of Lot 76 and its extension to the northwest corner thereof; thence easterly to the southeast corner of Lot 72; thence northerly along the east line of Lot 72 extended north to the southwest corner of Lot 56; thence northerly along the west line of Lots 56, 49, crossing West 107th Place, continuing northerly along the west line of Lots 22 and 15 and its northerly extension to the centerline of West 107th Street; thence westerly along said centerline to the southerly extension of the west line of Lot 12 in Block 4 of Jemberg's Subdivision in the west half of the northwest quarter of Section 18-37-14; thence northerly along said west line and its extensions to the centerline of the east/west alley in said Block 4; thence easterly along said centerline to the centerline of the north/south alley in said Block 4; thence northerly along said centerline extended north to the south line of Lot 5, Block 2 of O. Rueter & Co.'s Beverly Hills Second Addition Subdivision of the west half of the northwest quarter of the northwest quarter of Section 18-37-14; thence easterly to the southeast corner of Lot 5; thence northerly along the east line and its northerly extension to the centerline of West 103rd Street; thence easterly along said centerline to the southerly extension of the centerline of the north/south alley in Block 6 of Wm. E. Harmon's Beverly Hills Addition Subdivision in the west half of the southwest quarter of Section 7-37-14; thence northerly along said centerline and its extensions to the centerline of West 101st Street; thence westerly along said centerline to the southerly extension of the centerline of the north/south alley in Blocks 2 and 3 of Preble's Ridge View Subdivision in the west half of the northwest quarter of the southwest quarter of Section 7-37-14; thence northerly along said north/south centerline and its extensions to the centerline of West 99th Street; thence westerly along said centerline to the point of beginning.

Permanent Index Numbers:

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PUBLIC HEARING ON REESTABLISHMENT OF SPECIAL SERVICE AREA NO. 32.
[O2013-6476]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Committee on Finance to hold a public hearing in order to reestablish Special Service Area Number 32, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the

Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time, and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, On December 7, 2005, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 32 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2005 through and including tax year 2014 (the "Original Period"), not to exceed an annual rate of two percent (2.0%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Original Special Services"); and

WHEREAS, The Original Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beatification activities, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention/recruitment initiatives, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, The City desires to authorize certain special services in the Area distinct from the Original Special Services (the "Special Services"), and to authorize the extension of the Original Period and of the levy of the Services Tax for the provision of the Special Services in the Area; and

WHEREAS, The City Council finds that (a) it is in the public interest that consideration be given to (i) the authorization of the Special Services as distinct from the Original Special Services, and (ii) the authorization of the extension of the Original Period and of the levy of the Services Tax for the provision of the Special Services in the Area for a period through and including tax year 2022; (b) the Area is contiguous; and (c) the proposed Special Services are in addition to municipal services provided by and to the City generally; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chamber, City Hall, Chicago, Illinois (the "Hearing") to consider: (i) the authorization of the Special Services as distinct from the Original Special Services, and (ii) the authorization of the extension of the Original Period and of the levy of the Services Tax for the provision of the Special Services in the Area for a period through and including tax year 2022. At the Hearing there will be considered the extension of the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide the Special Services in the Area. The Services Tax

shall not exceed the annual rate of two percent (2.0%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be extended and levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for the Special Services in tax year 2013 is $400,100. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The Special Services to be considered include, but shall not be limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beatification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives). The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of West 79th Street, from the Dan Ryan Expressway to South Marshfield Avenue; South Perry Avenue, from West 79th Street to West 77th Street; South Wentworth Avenue, from West 77th Street to West 76th Street; West 76th Street, from South Wentworth Avenue to South Vincennes Avenue; South Vincennes Avenue, from West 76th Street to West 79th Street; South Emerald Avenue, from West 79th Street to West 80th Street; South Halsted Street, from West 78th Street to West 80th Street; South Racine Avenue, from West 79th Street to West 80th Street; and South Ashland Avenue, from West 78th Street to West 80th Street.

SECTION 3. Notice of the Hearing shall be published at least once, not less than 15 days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than 10 days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 32.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of _____, 2013 at the City Council Chamber, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider certain matters

with respect to an area within the City of Chicago known and designated as Special Service Area Number 32 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The matters shall include: (i) the authorization of certain special services (the "Special Services") which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of an extension of the period of years in which the levy of the Services Tax is authorized through and including tax year 2022. The Services Tax under consideration shall be authorized to be levied annually in tax years 2013 through and including 2022 for the provision of the Special Services.

The purpose of the Services Tax shall be to provide the Special Services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives).

The Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services shall not exceed the annual rate of two percent (2.0%) of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services in tax year 2013 is $400,100. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area consists of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of West 79th Street, from the Dan Ryan Expressway to South Marshfield Avenue; South Perry Avenue, from West 79th Street to West 77th Street; South Wentworth Avenue, from West 77th Street to West 76th Street; West 76th Street, from South Wentworth Avenue to South Vincennes Avenue; South Vincennes Avenue, from West 76th Street to West 79th Street; South Emerald Avenue, from West 79th Street to West 80th Street; South Halsted Street, from West 78th Street to West 80th Street; South Racine Avenue, from West 79th Street to West 80th Street; and South Ashland Avenue, from West 78th Street to West 80th Street.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by (i) the

authorization of Special Services which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of the extension of the period of years in which the levy of the Services Tax is authorized through and including tax year 2022 may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to (i) the authorization of Special Services which are distinct from the original special services currently authorized within the Area, and (ii) the authorization of the extension of the period of years in which the levy of the Services Tax is authorized through and including tax year 2022 is filed with the City Clerk of the City of Chicago within 60 days following the final adjournment of the public hearing, the Special Services which are distinct from the original special services currently authorized within Area shall not be authorized and the period of years in which the levy of the Services Tax shall not be extended through and including tax year 2022.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 20__.

_____
City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 32.

Legal Description:
Those parts of Sections 28, 29, 30, 31, 32 and 33, all in Township 38 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, more particularly described as follows:

beginning at the intersection of the centerline of 79th Street with the extension of the common line between lots 28 and 29 in Block 4 in Carelin's Subdivision; thence north along said line to the centerline of the alley between 79th Street and 78th Place; thence west along the center of the alley to the centerline of Perry Avenue; thence north along the center of Perry Avenue to the centerline of 77th Street; thence west along the center of 77th Street to the centerline of the north-south alley between Perry Avenue and Wentworth Avenue; thence north along said centerline to an angle point; thence westerly along said centerline to an angle point; thence northerly along said centerline to an angle point; thence westerly along said centerline to an angle point; thence northerly along said centerline (Wentworth Avenue; thence north along the center of Wentworth Avenue) to the centerline of 76th Street; thence west along the center of 76th Street to the centerline of Vincennes Avenue: thence southwesterly along the center of Vincennes Avenue to a point of intersection with the easterly extension of the north line of lot 14 in Block 13 in Auburn Park Subdivision; thence west along the north line of lots 14 and 11 in Block 13 to a point in the west line of Eggleston Avenue and the centerline of the alley in Block 14 in Auburn Park Subdivision; thence west along the center of the alley to a point in the east line of Normal Avenue; thence west to a point in the west line of Normal Avenue and the centerline of the vacated alley in Block 15 in Auburn Park Subdivision; thence west along the center of the vacated alley to a point between Lots 29 and 30, thence north between Lots 29 and 30 to the centerline of Winneconna Parkway; thence west along the center of Winneconna Parkway to the west line of Fielding Avenue; thence north along the west line to the east line of the former Chicago, Rock Island and Pacific Railroad; thence southwesterly along the east line of the railroad to the north line of 79th Street; thence west along the north line to the west line of Wallace Street; thence north along the line to the north line of the first alley north of 79th Street; thence west along the north line of the alley to the centerline of the alley lying between Emerald Avenue and Halsted Street; thence north along the center of the alley to the centerline of 78th Street; thence

west along the center of 78th Street to the centerline of the alley lying between Halsted Street and Green Street; thence south along the center of the alley to the line between Lots 31 and 32 in Block 32 in West Auburn Subdivision; thence west on the line between Lots 31 and 32 to the centerline of Green Street; thence south along the centerline of Green Street to the centerline of the first alley north of 79th Street; thence west along the center of the alley crossing through Peoria Street, Sangamon Street, Morgan Street, Carpenter Street, Aberdeen Street, May Street to the centerline of the alley running north between May Street and Racine Avenue; thence north along the alley between May Street and Racine Avenue to a line between Lots 28 and 29 in the Block lying between Racine Avenue, May Street, 79th Street and 78th Street and extending to the west line of Racine Avenue between Lots 15 and 16 in O'neil and Tibbies' Subdivision; thence west along the line between Lots 15 and 16 in O'Neil and Tibbies Subdivision to the centerline of the first alley west of Racine Street; thence south along the center of the alley to the centerline of the first alley north of 79th Street; thence west along the center of the alley and crossing Throop Street and continuing to the centerline of Ada Street; thence north along Ada Street to the centerline of the first alley north of 79th Street lying between Ada Street and Loom is Street; thence west along the alley to the centerline of Bishop Street; thence south along the center of Bishop Street to a point on the centerline of the first alley north of 79th Street between Laflin Street and Bishop Street; thence west along this alley to a point in the centerline of the alley between Laflin Street and Ashland Avenue; thence north along this alley to the centerline of 78th Street; thence west along 78th Street to the centerline of the alley lying between Ashland Avenue and Marshfield Street; thence south along this alley to the centerline of the first alley north of 79th Street; thence west along this alley to the centerline of Marshfield Avenue; thence south along Marshfield Avenue to the centerline of the first alley lying south of 79th Street; thence east along this alley to the centerline of the first alley lying west of Ashland Avenue: thence south along this alley to the centerline of 80th Street; thence east along 80th Street to the centerline of the first alley lying east of Ashland Street; thence north along this alley to the centerline of the first alley lying south of 79th Street; thence east long this alley and crossing Justine Street, Laflin Street, Bishop Street, Loomis Street, Ada Street, Throop Street and Elizabeth Street to the centerline of the first alley lying west of Racine Avenue; thence south along this alley to the centerline of 80th Street thence east along 80th Street, crossing Racine Avenue to the first alley lying east of Racine Avenue; thence north along this alley to the centerline of the first alley south of 79th Street; thence east along this alley and crossing May Street, Aberdeen Street,

Carpenter Street, Morgan Street, Sangamon Street, Peoria Street, Green Street to an angle point in the alley; thence southeast along the diagonal portion of the alley lying to the northeast of Lot 37 in Block 1 in Chester Highlands Addition to Auburn Park Subdivision to the centerline of the first alley lying west of Halsted Street; thence south along this alley to the centerline of 80th Street; thence cast along 80th Street, crossing Halsted Street to the centerline of Emerald Avenue; thence north along Emerald Avenue to the centerline of the first alley lying south of 79th Street; thence east along the alley to the east line of Lowe Avenue; thence south to the north line of the south half of Lot 8 in the Block lying east of Lowe Avenue, south of 79th Street and west of the former Chicago, Rock Island and Pacific Railroad; thence east along said line to the west Right-of-Way line of the former Chicago, Rock Island and Pacific Railroad; thence northeasterly along the west line of the railroad to" the south line of 79th Street; thence east along the line to the west line of the alley lying west of Parnell Avenue; thence south along the alley line to the north line of Lot 3 in Block 7 in Shorling's Subdivision; thence east to the centerline of Parnell Avenue; thence south along Parnell Avenue to the centerline of the first alley lying south of 79th Street and lying between Parnell Avenue and Normal Avenue; thence east along the alley to the centerline of Normal Avenue; thence south along Normal Avenue to the centerline of the first alley lying south of 79th Street and east of Normal Avenue; thence east along the alley to the centerline of the first alley lying west of Vincennes Avenue; thence south along the alley to the centerline of 79th Place; thence east along 79th Place to the centerline of Vincennes Avenue; thence northeast along Vincennes Avenue to the intersection of the centerline of the first alley south of 79th Street and; thence east along the alley and crossing Harvard Avenue, Princeton Avenue, Yale Avenue, Wentworth Avenue, LaSalle Avenue, Perry Avenue and LaFayette Avenue to the east line of LaFayette Avenue; thence north along the east line of LaFayette Avenue to the centerline of 79th Street; thence west along 79th Street to the Point of Beginning, and containing 159.42 acres, more of less.

Approved by Tanya at county on 4/19/13.

Permanent Index Numbers:

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20-32-104-008-0000	20-32-201-003-0000	20-33-100-002-0000
20-32-104-009-0000	20-32-201-004-0000	20-33-100-003-0000
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20-32-105-004-0000	20-32-202-001-0000	20-33-100-012-0000
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20-33-207-037-0000
20-33-500-003-0000

PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 60.

[O2013-6484]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Committee on Finance to hold a public hearing in order to establish Special Service Area Number 60, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the

Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time, and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 60 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of 10 years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chamber, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 0.425 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is $423,368. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services". The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of West Lawrence Avenue, from the North Channel to North Kimball Avenue, West Montrose Avenue, from the North Channel to

North Central Park Avenue, North Kedzie Avenue, from West Ainslie Street to West Irving Park Road, and West Irving Park Road, from North Spaulding Avenue to North Sacramento Avenue.

SECTION 3. Notice of the Hearing shall be published by the City of Chicago at least once, not less than 15 days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than 10 days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 60.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of _____, 20__ at the City Council Chamber, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 60 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2022. The purpose of creating the Area shall be to provide special services within the Area, which may include, but not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services".

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.425 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied

within the Area in tax year 2013 is $423,368. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of West Lawrence Avenue from the North Channel to North Kimball Avenue, West Montrose Avenue, from the North Channel to North Central Park Avenue, North Kedzie Avenue, from West Ainslie Street to West Irving Park Road, and West Irving Park Road, from North Spaulding Avenue to North Sacramento Avenue.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 20__.

_____
City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 60.

Legal Description:

All those parts of the east half of Section 14, the southeast quarter of Section 11, the southwest quarter of Section 12, the west half of Section 13, the west half of the east half of Section 13, the east half of the northeast quarter of Section 23, and the west half of the northwest quarter of Section 24, all in Township 40 North, Range 13, East of the Third Principal Meridian, bounded and described as follows:

beginning at the southwest corner of Lot 1 of Block 1 in A.M. Barne's Subdivision of the southwest quarter of the southwest quarter of the northeast quarter in said Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, said southwest corner being also the point of intersection of the north line of West Montrose Avenue with the east line of North Central Park Avenue; thence north along said east line of North Central Park Avenue to the south line of the alley first north of West Montrose Avenue lying between North Central Park Avenue and North Drake Avenue; thence east along said south line of said alley first north of West Montrose Avenue lying between North Central Park Avenue and North Drake Avenue and its east extension to the east line of North St. Louis Avenue; thence south along said east line of North St. Louis Avenue to the south line of the alley first north of West Montrose Avenue lying between North St. Louis Avenue and North Bernard Street; thence east along said south line of the alley first north of West Montrose Avenue lying between North St. Louis Avenue and North Bernard Street and its east extension to the west line of the alley first west of North Kedzie Avenue lying between West Montrose Avenue and West Sunnyside Avenue; thence north along said west line of the alley first west of North Kedzie Avenue lying between West Montrose Avenue and West Sunnyside Avenue and its north extension to the south line of the Northwestern Elevated Railroad; thence west along said south line of the Northwestern Elevated Railroad and its west extension to the west line of North Kimball Avenue; thence north along said west line of North Kimball Avenue to the north line of West Leland Avenue; thence west along said north line of West Leland Avenue to the east line of the alley first west of North Kimball Avenue lying between West Leland Avenue and West Lawrence Avenue; thence north along said east line of the alley first west of North Kimball Avenue lying between West Leland Avenue and West Lawrence Avenue and its north extension to the north line of the alley first south of West Lawrence Avenue lying between North Kimball Avenue and North Bernard Street; thence east along said north line of the alley first south of West Lawrence Avenue lying between North Kimball Avenue and North Bernard Street to the west line of Lot 4 in Block 66 in North West Land Association Subdivision of Blocks 1, 8 and 2 (except the east 1 acre) in Clark's Subdivision of the northwest quarter of the northeast quarter of Section 14, Township 40 North, Range 13,

East of the Third Principal Meridian; thence north along said west line of Lot 4 in Block 66 and its north extension to the centerline of West Lawrence Avenue; thence east along said centerline of West Lawrence Avenue to the centerline of North Kimball Avenue; thence north along said centerline of North Kimball Avenue to the west extension of the north line of the alley first north of West Lawrence Avenue lying between North Kimball Avenue and North Christiana Avenue; thence east along said west extension of the north line of the alley first north of West Lawrence Avenue lying between North Kimball Avenue and North Christiana Avenue and said north line of the alley first north of West Lawrence Avenue lying between North Kimball Avenue and North Christiana Avenue and its east extension to the east line of the alley first west of North Kedzie Avenue lying between West Lawrence Avenue and West Ainslie Street; thence north along said east line of the alley first west of North Kedzie Avenue lying between West Lawrence Avenue and West Ainslie Street to the south line of West Ainslie Street; thence east along said south line of West Ainslie Street to the west line of North Kedzie Avenue; thence south along said west line of North Kedzie Avenue to the north line of West Leland Avenue; thence west along said north line of West Leland Avenue to the west line of the alley first west of North Kedzie Avenue lying between West Leland Avenue and West Lawrence Avenue; thence north along said west line of the alley first west of North Kedzie Avenue lying between West Leland Avenue and West Lawrence Avenue to the north line of the alley first south of West Lawrence Avenue lying between North Kedzie Avenue and North Sawyer Avenue; thence west along said north line of the alley first south of West Lawrence Avenue lying between North Kedzie Avenue and North Sawyer Avenue and its west extension to the west line of North Spaulding Avenue; thence south along said west line of North Spaulding Avenue to the south line of the north 14 feet of Lot 8 in Block 16 in said North West Land Association Subdivision; thence west along said south line of the north 14 feet of Lot 8 in Block 16 in said North West Land Association Subdivision to the west line of the 16-foot private alley first west of North Spaulding Avenue lying between West Lawrence Avenue and West Eastwood Avenue; thence south along said west line of the 16-foot private alley first west of North Spaulding Avenue lying between West Lawrence Avenue and West Eastwood Avenue to the north line of the Northwestern Elevated Railroad; thence east along said north line of the Northwestern Elevated Railroad to the east line of Lot 6 in Block 13 in North West Land Association Subdivision of the east half of the northeast quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian; thence north along said east line of said Lot 6 in Block 13 to the south line of West Leland Avenue; thence east along said south line of West Leland Avenue to the centerline of North Kedzie Avenue; thence north along said centerline of North Kedzie Avenue to the west extension of the north line of Lot 20 in Thomasson's Third Ravenswood Addition of Blocks 28 and 29 in Jackson's Subdivision of the southeast quarter of Section 11 and the southwest quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian; thence east along said west extension of the north line of Lot 20 in Thomasson's Third Ravenswood Addition and along the north line of said Lot 20 to the west line of the alley first east of North Kedzie Avenue lying between West Ainslie Street and West Argyle Street; thence south along

said west line of the alley first east of North Kedzie Avenue lying between West Ainslie Street and West Argyle Street to the south line of West Ainslie Street; thence east along said south line of West Ainslie Street to the east line of the alley first east of North Kedzie Avenue lying between West Lawrence Avenue and West Ainslie Street; thence south along said east line of the alley first east of North Kedzie Avenue lying between West Lawrence Avenue and West Ainslie Street to the north line of the alley first north of West Lawrence Avenue lying between North Troy Street and North Kedzie Avenue; thence east along said north line and its east extension to the east line of West Albany Avenue; thence south along said east line of West Albany Avenue to the north line of the alley first north of West Lawrence Avenue lying between North Troy Street and North Albany Avenue; thence east along said north line of the alley first north of West Lawrence Avenue lying between North Troy Street and North Albany Avenue and its east extension to the west line of the east half of the southwest quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian; thence north along said west line of the east half of the southwest quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian to the north line of the south 251 feet of that part of Lot 31 lying north of the north line of West Lawrence Avenue in Jackson's Subdivision of the southeast quarter of Section 11 and the southwest quarter of Section 12; thence east along said north line of said south 251 feet to a line 46 feet east of and parallel with the west line of Lot 31 aforesaid; thence south along said east line of the west 46 feet of Lot 31 and its south extension 127.7 feet; thence east along a line parallel to the south line 4 feet to the east line of the west 50 feet of the east half of the southwest quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian; thence north along said east line of the west 50 feet of the east half of the southwest quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian 125.2 feet to the north line of the south 248.5 feet of that part of Lot 31 lying north of the north line of West Lawrence Avenue aforesaid; thence east along said north line of said south 248.5 feet to the east line of the west 100 feet of the east half of the southwest quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian; thence north along said east line of the west 100 feet of the east half of the southwest quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian to the north line of the south 322.4 feet of the east half of the southwest quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian; thence east along said north line of the south 322.4 feet of the east half of the southwest quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian 25.3 feet, more or less, to the southwesterly line of the Sanitary District right-of-way; thence northwest 80 feet along said southwesterly right-of-way line; thence northeast 21.5 feet to a line northeast of and adjacent to said southwesterly line of the Sanitary District right-of-way; thence southeast along said adjacent line to the north line of the south 322.4 feet of the east half of the southwest quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian; thence west along said north line of the south 322.4 feet of the east half of the southwest quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian to a point on said line 7.64 feet

easterly as measured along said line from the intersection of said line with a line beginning on the south line of Lot 31, 317.8 feet east of the southwest corner of said Lot 31, said line bearing north 32 degrees, 41 minutes, 30 seconds west; thence south 34 degrees, 28 minutes, 41 seconds east 133.05 feet to a line 200 feet east of the west line of the east half of the southwest quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian; thence south along said line 200 feet east of the west line of the east half of the southwest quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian 9.16 feet; thence south 32 degrees, 47 minutes 42 seconds east to the south line of West Lawrence Avenue; thence east along said south line of West Lawrence Avenue to the east line of Lot 62 in the subdivision of Lots 1, 20, 21 and 40 in First Addition to Ravenswood Manor Subdivision of that part of the east half of the northwest quarter and the west half of the northeast quarter of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian lying between the Sanitary District right-of-way and North Fairview Avenue and North Manor Avenue; thence southeast along said east line of Lot 62 in the subdivision of Lots 1, 20, 21 and 40 in First Addition to Ravenswood Manor Subdivision to the south line of said Lot 62 in the subdivision of Lots 1, 20, 21 and 40 in First Addition to Ravenswood Manor Subdivision; thence west along said south line of Lot 62 in the subdivision of Lots 1, 20, 21 and 40 in First Addition to Ravenswood Manor Subdivision to an angle point in said south line of said Lot 62; thence southwest along said south line of said Lot 62 to an angle point in said south line of said Lot 62; thence west along said south line of said Lot 62 and its west extension to the west line of North Manor Avenue; thence south along said west line of North Manor Avenue to the south line of the alley first south of West Lawrence Avenue lying between North Manor Avenue and North Sacramento Avenue; thence west along said south line of the alley first south of West Lawrence Avenue lying between North Manor Avenue and North Sacramento Avenue and its west extension to the east line of the alley first east of North Kedzie Avenue lying between West Lawrence Avenue and West Leland Avenue; thence south along said east line of the alley first east of North Kedzie Avenue lying between West Lawrence Avenue and West Leland Avenue and its south extension to the north line of the Chicago Transit Authority Railroad; thence east along said north line of the Chicago Transit Authority Railroad to the southwest line of the North Shore Channel; thence southeast along said southwest line of the North Shore Channel to the south line of the Chicago Transit Authority Railroad; thence west along said south line of the Chicago Transit Authority Railroad to the east line of Lot 1 in Block 38 of Northwestern Land Association Subdivision of the west half of the northwest quarter of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian (except the right-of-way of the Northwestern Elevated Railroad); thence south along said east line of Lot 1 in Block 38 of Northwestern Land Association Subdivision and its south extension to the south line of West Sunnyside Avenue; thence west along said south line of West Sunnyside Avenue to the centerline of the alley first east of North Kedzie Avenue lying between West Sunnyside Avenue and West Montrose Avenue; thence south along said centerline of the alley first east of North Kedzie Avenue lying between West Sunnyside Avenue and West Montrose Avenue to the east extension of the south line of Lot 11 in Block 65 in said

Northwestern Land Association Subdivision; thence east along said east extension of the south line of Lot 11 in Block 65 to the west line of Lot 36 in said Block 65; thence south along said west line of Lot 36 in Block 65 and its south extension to the centerline of the alley first north of West Montrose Avenue lying between North Troy Street and North Kedzie Avenue; thence east along said centerline and its east extension to the southwest line of the North Shore Channel; thence southeast along said southwest line of the North Shore Channel to the centerline of West Montrose Avenue; thence west along said centerline of West Montrose Avenue to the north extension of the west line of North California Avenue; thence south along said north extension of the west line of North California Avenue and the west line of North California Avenue 140.01 feet to a point 107.01 feet south of the north line of Lot 1 in Henry Severin's Resubdivision of Lots 1 to 8 in Block 8 in Rose Park Subdivision of the east half of the southwest quarter of Section 13; thence north 89 degrees, 10 minutes, 00 seconds west 66.61 feet; thence north 42 degrees, 35 minutes, 54 seconds west 6.52 feet; thence north 00 degrees, 11 minutes, 41 seconds east 3.31 feet; thence north 89 degrees, 10 minutes, 00 seconds west 42.26 feet to the east line of the alley first east of North Mozart Street lying between West Cullom Avenue and West Montrose Avenue; thence south along said east line of the alley first east of North Mozart Street lying between West Cullom Avenue and West Montrose Avenue to the east extension of the north line of Lot 43 in Block 1 in Rose Park Subdivision of the east half of the southwest quarter of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian; thence west along said east extension of the north line of Lot 43 in Block 1 in Rose Park Subdivision and the north line of Lot 43 in said Block 1 and its west extension to the west line of North Francisco Avenue; thence south along said west line of North Francisco Avenue to the south line of Lot "A" in the consolidation of Lots 1 to 6 in Block 3 in said Rose Park Subdivision; thence west along said south line of Lot "A" in the consolidation of Lots 1 to 6 in Block 3 and its west extension to the west line of the alley first east of North Richmond Street lying between West Montrose Avenue and West Cullom Avenue; thence south along said west line of the alley first east of North Richmond Street lying between West Montrose Avenue and West Cullom Avenue to the north line of the south 2.8 feet of Lot 41 in Block 3 of said Rose Park Subdivision; thence west along said north line of the south 2.8 feet of Lot 41 in Block 3 of said Rose Park Subdivision and its west extension to the west line of North Richmond Street; thence north along said west line of North Richmond Street to the south line of Lot 1 in Block 4 of said Rose Park Subdivision; thence west along said south line of Lot 1 in Block 4 of Rose Park Subdivision and its west extension to the west line of North Sacramento Avenue; thence north along said west line of North Sacramento Avenue to the north line of the alley first south of West Montrose Avenue lying between North Sacramento Street and North Whipple Street, thence west along said north line of the alley first south of West Montrose Avenue lying between North Sacramento Avenue and North Whipple Street and its west extension to the west line of North Albany Avenue; thence north along said west line to the south line of Lot 2 in Block 1 in Baldwin Davis Subdivision of the northeast quarter of the west half of the west half of the southwest quarter of Section 13, Township 40 North, Range 13, East of the Third Principal Meridian; thence west along said south line of Lot 2 in Block 1 in Baldwin Davis Subdivision and its

west extension to the west line of the alley first east of North Troy Street lying between West Montrose Avenue and West Cullom Avenue; thence south along the west line of the alley first east of North Troy Street lying between West Montrose Avenue and West Cullom Avenue to the north line Lot 13 in the resubdivision of Lots 1 to 6 and vacated part of the street north of and adjacent to Lot 1 in Block 1 of Chas. N. Hale's Subdivision of the northwest quarter of the west half of the west half of the southwest quarter in Section 13, Township 40 North, Range 13, East of the Third Principal Meridian together with Lots 42 to 46 and vacated street north and adjacent to Lot 46 in Block 1 of said Baldwin Davis Subdivision; thence west along said north line of said Lot 13 and its west extension to the west line of North Troy Street; thence south along said west line of North Troy Street to the north line of Lot 11 in said resubdivision of Lots 1 to 6 and vacated part of the street north of and adjacent to Lot 1 in Block 1 of Chas. N. Hale's Subdivision of the northwest quarter of the west half of the west half of the southwest quarter in Section 13, Township 40 North, Range 13, East of the Third Principal Meridian together with Lots 42 to 46 and vacated street north of and adjacent to Lot 46 in Block 1 of Baldwin Davis Subdivision; thence west along said north line of said Lot 11 to the east line of the alley first east of North Kedzie Avenue lying between West Cullom Avenue and West Montrose Avenue; thence south along said east line of the alley first east of North Kedzie Avenue lying between West Cullom Avenue and West Montrose Avenue and its south extension to a line 127 feet north of the north line of West Irving Park Road; thence east along said line 127 feet north of the north line of West Irving Park Road to the east line of North Albany Avenue; thence south along said east line of North Albany Avenue to the south line of the alley first north of West Irving Park Road lying between North Albany Avenue and North Whipple Street; thence east along said south line of the alley first north of West Irving Park Road lying between North Albany Avenue and North Whipple Street and its east extension to the west line of North Sacramento Avenue; thence south along said west line of North Sacramento Avenue to the north line of the alley first south of West Irving Park Road lying between North Whipple Street and North Sacramento Avenue; thence west along said north line of the alley first south of West Irving Park Road lying between North Whipple Street and North Sacramento Avenue and its west extension to the east line of North Spaulding Avenue; thence north along said east line of North Spaulding Avenue to the north line of the alley first north of West Irving Park Road lying between North Spaulding Avenue and North Sawyer Avenue; thence east along said north line of the alley first north of West Irving Park Road lying between North Spaulding Avenue and North Sawyer Avenue to the east line of the alley first west of North Kedzie Avenue lying between West Irving Park Road and West Belle Plaine Avenue; thence north along said east line of the alley first west of North Kedzie Avenue lying between West Irving Park Road and West Belle Plaine Avenue and its north extension to the north line of the alley first south of West Belle Plaine Avenue lying between North Kedzie Avenue and North Sawyer Avenue; thence east along said north line of the alley first south of West Belle Plaine Avenue lying between North Kedzie Avenue and North Sawyer Avenue to the west line of Lot 5 in Block 4 of William Boldenweck's Addition to Grant Park, a subdivision of the east half of the southeast quarter of the southeast quarter of

Section 14, Township 40 North, Range 13, East of the Third Principal Meridian; thence north along said west line of Lot 5 in Block 4 to the north line of West Belle Plaine Avenue; thence west along said north line of West Belle Plaine Avenue to the east line of the alley first west of North Kedzie Avenue lying between West Belle Plaine Avenue and West Warner Avenue; thence north along said east line of the alley first west of North Kedzie Avenue lying between West Belle Plaine Avenue and West Warner Avenue and its north extension to the north line of West Berteau Avenue; thence west along said north line of West Berteau Avenue to the west line of the alley first west of North Kedzie Avenue lying between West Cullom Avenue and West Berteau Avenue; thence north along said west line of the alley first west of North Kedzie Avenue lying between West Cullom Avenue and West Berteau Avenue and its north extension to the south line of Lot 42 in Block 1 in Rosewell Barber's Addition to Irving Park Subdivision of the east half of the east half of the northeast quarter of the southeast quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian; thence west along said south line of Lot 42 in Block 1 in Rosewell Barber's Addition to Irving Park Subdivision and its west extension to the west line of North Sawyer Avenue; thence north along said west line of North Sawyer Avenue to the north line of the alley first south of West Montrose Avenue lying between North Sawyer Avenue and North Spaulding Avenue; thence west along said north line of the alley first south of West Montrose Avenue lying between North Sawyer Avenue and North Spaulding Avenue and its west extension to the west line of North Spaulding Avenue; thence north along said west line of North Spaulding Avenue to the south line of the north 75 feet of Lot 24 in W.H. Condon's Subdivision of the west half of the east half of the southeast quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian; thence west along said south line of the north 75 feet of Lot 24 and its west extension to the east line of Lot 20 in said W.H. Condon's Subdivision; thence south along said east line of Lot 20 in W.H. Condon's Subdivision to the north line of the alley first south of West Montrose Avenue lying between North Spaulding Avenue and North Kimball Avenue; thence west along said north line of the alley first south of West Montrose Avenue lying between North Spaulding Avenue and North Kimball Avenue and its west extension to the west line of North Kimball Avenue; thence south along said west line to the north line of Lot 46 in Block 1 in A.H. Hill and Company's Boulevard Addition to Irving Park Subdivision of the east half of the west half of the southeast quarter of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian; thence west along said north line of Lot 46 in Block 1 in A.H. Hill and Company's Boulevard Addition to Irving Park Subdivision and its west extension to the west line of North St. Louis Avenue; thence north along said west line of North St. Louis Avenue to the north line of the alley first south of West Montrose Avenue lying between North St. Louis Avenue and North Drake Avenue; thence west along said north line of the alley first south of West Montrose Avenue lying between North St. Louis Avenue and North Drake Avenue to the east line of North Central Park Avenue; thence north along said east line of North Central Park Avenue to the point of beginning, all in the City of Chicago, Cook County, Illinois.

Permanent Index Numbers:

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PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 61.
[O2013-6489]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Committee on Finance to hold a public hearing in order to establish Special Service Area Number 61, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time, and

pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 61 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chamber, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 0.95 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is $264,508. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services". The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of East 53rd Street: both sides, between South Woodlawn Avenue and the alley east of South Lake Park Avenue; the north side of East 53rd Street, from 1612 East 53rd Street to South Hyde Park Boulevard; South Lake Park Avenue, between 5130 South Lake Park Avenue and 5500 South Lake Park Avenue; and South Harper Avenue between East 53rd Street and East 52nd Street.

SECTION 3. Notice of the Hearing shall be published at least once, not less than 15 days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than 10 days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 61.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of _____, 20__ at the City Council Chamber, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 61 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2022. The purpose of creating the Area shall be to provide Special Services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services".

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.95 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is $264,508. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the

provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of East 53rd Street: both sides, between South Woodlawn Avenue and the alley east of South Lake Park Avenue; the north side of East 53rd Street, from 1612 East 53rd Street to South Hyde Park Boulevard; South Lake Park Avenue, between 5130 South Lake Park Avenue and 5500 South Lake Park Avenue; and South Harper Avenue, between East 53rd Street and East 52nd Street.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within 60 days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 20__.

_____
City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 61.

Legal Description:

All those parts of the west half of the southwest quarter of Section 12, the southeast quarter of Section 11, the east half of the northeast quarter of Section 14 and the west half of the northwest quarter of Section 13, all in Township 38 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the southwest corner of Lot 11 of Block 25 in Kimbark's Addition to Hyde Park, a subdivision of the west half of the southeast quarter of said Section 11, said southwest corner being also the point of intersection of the north line of East 53rd Street with the east line of South Woodlawn Avenue; thence north along said east line of South Woodlawn Avenue to the south line of the alley first north of East 53rd Street lying between South Kimbark Avenue and South Woodlawn Avenue; thence east along said south line of said alley first north of East 53rd Street lying between South Kimbark Avenue and South Woodlawn Avenue to the west line of South Kimbark Avenue; thence south along said west line of South Kimbark Avenue to a line 140 feet north of, as measured perpendicular to, the north line of East 53rd Street; thence east along said line 140 feet north of, as measured perpendicular to, the north line of East 53rd Street to the east line of South Kimbark Avenue; thence north along said east line of South Kimbark Avenue to the south line of the alley first north of East 53rd Street lying between South Kimbark Avenue and South Kenwood Avenue; thence east along said south line of the alley first north of East 53rd Street lying between South Kimbark Avenue and South Kenwood Avenue and its east extension to the east line of South Kenwood Avenue; thence north along said east line of South Kenwood Avenue to the north line of Lot 12 of Block 23 in said Kimbark's Addition to Hyde Park; thence east along the north line of Lots 12 through 14 in said Block 23 and its east extension to the west line of Lot 6 of Block 22 in Hyde Park Subdivision of the east half of the southeast quarter and the east half of the northeast quarter of Section 11 and the north part of the southwest fractional quarter of Section 12 and the northeast quarter of the northeast quarter of Section 14, Township 38, Range 14, East of the Third Principal Meridian; thence north along said west line of Lot 6 of Block 22 in said Hyde Park Subdivision to the north line of said Lot 6 of Block 22 in said Hyde Park Subdivision; thence east along said north line of Lot 6 of Block 22 in said Hyde Park Subdivision and its east extension to the west line of Lot 5 of Block 21 in said Hyde Park Subdivision; thence north along the west line of Lots 5 through 1 in said Block 21 to the south line of East 52nd Street; thence east along said south line of East 52nd Street to the west line of South Harper Avenue; thence south along said west line of South Harper Avenue to a line 90 feet south of, as measured perpendicular to, the south line of East 52nd Street; thence east along said line 90 feet south of, as measured perpendicular to, the south line of East 52nd Street to the east line of Harper Avenue; thence north along said east line of Harper Avenue to the north line of East 52nd Street;

thence east along said north line of East 52nd Street to the west line of Lot 7 in Cornell's Resubdivision of Blocks 15 and 16 in said Hyde Park Subdivision; thence north along the west line of Lots 7 through 5 in said Cornell's Resubdivision of Blocks 15 and 16 in said Hyde Park Subdivision to the north line of Lot 5 in said Cornell's Resubdivision of Blocks 15 and 16 in said Hyde Park Subdivision; thence east along said north line of Lot 5 in said Cornell's Resubdivision of Blocks 15 and 16 in said Hyde Park Subdivision and its east extension to the east line of South Lake Park Avenue vacated by ordinance, recorded November 21, 1966 as Document Number 19999493; thence north along said east line of South Lake Park Avenue vacated by ordinance, recorded November 21, 1966 as Document Number 19999493 to the north line of the parcel of property bearing the Permanent Index Number 20-11-406-026; thence east along said north line of the parcel of property bearing the Permanent Index Number 20-11-406-026 to the west line of South Lake Park Avenue; thence south along said west line of South Lake Park Avenue to the centerline of East 52nd Street; thence east along the east extension of said centerline of East 52nd Street to the east line of South Lake Park Avenue; thence north along said east line of South Lake Park Avenue to the centerline of East Hyde Park Boulevard; thence east along said centerline of East Hyde Park Boulevard to the north extension of the west line of Lot 1 in Richard J. Mulvey's Subdivision of Lots 1 to 4 and the north half of Lot 5 in Block 17 of Hyde Park, except the north 17 feet of Lot 17 taken for the street; thence south along said north extension of the west line of Lot 1 in said Richard J. Mulvey's Subdivision and the west line of Lots 1 through 8 in Said Richard J. Mulvery's Subdivision to the southwest corner of Lot 8 in said Richard J. Mulvery's Subdivision, said corner also being the northwest corner of Lot 5 of Block 17 in said Hyde Park Subdivision; thence south along the west line of Lots 5 through 10 in said Block 17 to the north line of Lot 13 in said Block 17; thence east along the north line of Lots 12 and 13 in said Block 17 to the east line of Lot 12 in said Block 17; thence south along said east line of Lot 12 in said Block 17 to the south line of Charles G. Rose's Lot 1, a subdivision of parts of Lots 10 and 11 in said Block 17; thence east along said south line of said Charles G. Rose's Lot 1 Subdivision and its east extension to the east line of South Cornell Avenue; thence south along said east line of South Cornell Avenue to the south line of Wardwell Subdivision of Lots 15, 16, 17, 23, 24 and 25 of Block 18 in said Hyde Park Subdivision; thence east along said south line of Wardwell Subdivision to the west line of South East End Avenue; thence south along said west line of South East End Avenue to the south line of East 53rd Street; thence west along said south line of East 53rd Street to the west line of the east 94.57 feet of Lot 1 in Block 33 of said Hyde Park Subdivision; thence south along said west line to the east 94.57 feet of Lot 1 in Block 33 and its south extension to the south line of the north 42.70 feet of Lot 2 in said Block 33; thence west along said south line of the north 42.70 feet of Lot 2 in said Block 33 to the west line of the east 104.17 feet of said Lot 2 in Block 33; thence south along said west line of the east 104.17 feet of Lot 2 in Block 33 and its south extension to the south line of Lot 3 in said Block 33; thence west along said south line of Lot 3 in Block 33 to the west line of the east 150 feet of Lot 5 in said Block 33; thence south along said west line of the east 150 feet of Lot 5 in Block 33 to the south line of said Lot 5 in Block 33; thence west along said south line of Lot 5 in Block 33 to the east line of the Illinois Central Railroad; thence south along said east line of the Illinois Central Railroad to the south line of Hitchcock's Subdivision of that part of Chestnut Street vacated lying between Blocks 33 and 38 in said

Hyde Park Subdivision and east of the Illinois Central Railroad right-of-way limits; thence west along the west extension of said south line of Hitchcock's Subdivision to the east line of South Lake Park Avenue; thence south along said east line of South Lake Park Avenue to a line 83 feet north of, as measured perpendicular to, the south line of the east half of the southeast quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian; thence east along said line 83 feet north of, as measured perpendicular to, the south line of the east half of the southeast quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian to the east line of the westerly 110 feet of the Illinois Central Railroad right-of-way through the east half of the southeast quarter of Section 11; thence north along said east line of the westerly 110 feet of the Illinois Central Railroad right-of-way through the east half of the southeast quarter of Section 11 to the east line of said Section 11; thence south along said east line of Section 11 to a line 83 feet north of, as measured perpendicular to, the south line of the west half of the southwest quarter of Section 12, Township 38 North, Range 14, East of the Third Principal Meridian; thence east along said line 83 feet north of, as measured perpendicular to, the south line of the west half of the southwest quarter of Section 12, Township 38 North, Range 14, East of the Third Principal Meridian to the east line of South Cornell Avenue; thence north along said east line of South Cornell Avenue to the north line of the south 25 feet of Lot 8 in Block 2 of Illinois Central Subdivision of the west part of the southwest 14.09 acres in the southwest fractional quarter of Section 12 and the west part of the northwest 17.93 acres in the northwest fractional quarter of Section 13, Township 38 North, Range 14, East of the Third Principal Meridian; thence east along said north line of the south 25 feet of Lot 8 in Block 2 of Illinois Central Subdivision to the east line of said Lot 8 in Block 2 of Illinois Central Subdivision; thence south along said east line of Lot 8 in Block 2 of Illinois Central Subdivision to the west extension of the north line of Lot 18 in said Block 2; thence east along said north line of Lot 18 in Block 2 to the west line of South East End Avenue; thence south along said west line of South East End Avenue to the south line of East 55th Street; thence west along said south line of East 55th Street to the west line of the alley first east of South Cornell Avenue lying between East 55th Street and East 56th Street; thence south along said west line of the alley first east of South Cornell Avenue lying between East 55th Street and East 56th Street to the south line of Lot 2 in A.F. Schuman's Subdivision of Lot 1 and the north 25 feet of Lot 2 in Block 3 in said Illinois Central Subdivision; thence west along said south line of Lot 2 in A.F. Schuman's Subdivision of Lot 1 and the north 25 feet of Lot 2 in Block 3 in Illinois Central Subdivision and its west extension to the west line of South Cornell Avenue; thence south along said west line of South Cornell Avenue to the south line of Lot 12 in Block 1 in said Illinois Central Subdivision; thence west along said south line of Lot 12 in Block 12 to the east line of the alley first west of South Cornell Avenue lying between East 55th Street and East 56th Street; thence north along said east line of the alley first west of South Cornell Avenue lying between East 55th Street and East 56th Street to the north line of the south 14 feet of Lot 11 in said Block 1; thence west along the west extension of said north line of the south 14 feet of Lot 11 in said Block 1 to the west line of said alley first west of South Cornell Avenue lying between East 55th Street and East 56th Street; thence north along the north extension of said west line of the alley first west of South Cornell Avenue lying between East 55th Street and East 56th Street to the centerline of East 55th Street; thence west along said centerline of

East 55th Street to the north extension of the west line of South Lake Park Avenue; thence south along said north extension of the west line of South Lake Park Avenue and the west line of South Lake Park Avenue to the south line of Lot 23 in Block 56 in said Hyde Park Subdivision; thence west along said south line of Lot 23 in Block 56 in Hyde Park Subdivision to the east line of South Harper Avenue; thence north along said east line of South Harper Avenue and its north extension to the north line of East 55th Street; thence west along said north line of East 55th Street to the west line of Lot 15 in Chicago Land Clearance Commission Number 1, a subdivision of part of the southeast quarter of Section 11, and part of the northeast quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian; thence north along said west line of Lot 15 and its north extension to the north line of East 54th Place; thence east along said north line of East 54th Place to the east line of George Williams' Subdivision of Lots 10 and 11 in Block 40 in said Hyde Park Subdivision; thence north along said east line of George Williams' Subdivision and its north extension to the south line of N.B. Dodson's Subdivision of Lots 1, 2, 17, 18, and the north half of Lots 3 and 16 of Block 40 in said Hyde Park Subdivision; thence east along said south line of N.B. Dodson's Subdivision to the east line of said Dodson's Subdivision; thence north along said east line of N.B. Dodson's Subdivision and its north extension to the north line of East 54th Street; thence west along said north line of East 54th Street to the west line of the east 120 feet of Lots 8 and 9 in Block 31 in said Hyde Park Subdivision; thence north along said west line of the east 120 feet of Lots 8 and 9 in Block 31 in Hyde Park Subdivision to the north line of said Lot 8 in Block 31; thence west along said north line of Lot 8 in Block 31 to the west line of the east 128 feet of Lots 7 through 2 in said Block 31; thence north along said west line of the east 128 feet of Lots 7 through 2 in Block 31 to the north line of the south 15 feet of Lot 2 in said Block 31; thence west along said north line of the south 15 feet of Lot 2 in Block 31 and its west extension to the west line of South Harper Avenue; thence south along said west line of South Harper Avenue to the south line of the alley first south of East 53rd Street lying between South Harper Avenue and South Blackstone Avenue; thence west along said south line of the alley first south of East 53rd Street lying between South Harper Avenue and South Blackstone Avenue and its west extension to the west line of the east 50 feet of Lot 16 in Block 30 in said Hyde Park Subdivision; thence north along said west line of the east 50 feet of Lot 16 in Block 30 to the north line of the south 14 feet of said Lot 16 in Block 30; thence west along said north line of the south 14 feet of said Lot 16 in Block 30 and its west extension to the west line of South Blackstone Avenue; thence south along said west line of South Blackstone Avenue to the south line of Lot 1 in Collins and Morris Subdivision of Lots 1, 2, 3, and the east 10 feet of Lots 16, 17, and 18 of Block 29 in said Hyde Park Subdivision; thence west along said south line of Lot 1 in Collins and Morris Subdivision of Lots 1, 2, 3, and the east 10 feet of Lots 16, 17, and 18 of Block 29 in said Hyde Park Subdivision and its west extension to the west line of South Dorchester Avenue; thence north along said west line of South Dorchester Avenue to the north line of the south 50 feet of Lot 1 in Block 28 in Kimbark's Addition to said Hyde Park Subdivision; thence west along said north line of the south 50 feet of Lot 1 in Block 28 in Kimbark's Addition to said Hyde Park Subdivision to the west line of the east 4 feet of Lot 3 in said Block 28; thence south along said west line of the east 4 feet of Lot 3 in said Block 28 to the south line of said Lot 3 in Block 28; thence west along said south line of Lot 3 in Block 28 and its west extension to the east line of

Lot 9 in Block 27 in Kimbark's Addition to said Hyde Park Subdivision; thence south along said east line of Lot 9 in Block 27 and its south extension to the south line of Lot 10 in said Block 27; thence west along said south line of Lot 10 in Block 27 to the east line of South Kimbark Avenue; thence north along said east line of South Kimbark Avenue and its north extension to the north line of East 53rd Street; thence west along said north line of East 53rd Street to the point of beginning; all in the City of Chicago, Cook County, Illinois.

Permanent Index Numbers.

20-11-405-010-0000
20-11-406-018-0000
20-11-406-022-0000
20-11-406-026-0000
20-11-406-027-0000
20-11-406-028-0000
20-11-406-029-0000
20-11-406-031-0000
20-11-406-033-0000
20-11-406-034-0000
20-11-406-035-0000
20-11-407-028-0000
20-11-407-029-0000
20-11-407-030-0000
20-11-407-031-0000
20-11-408-024-0000
20-11-408-032-0000
20-11-408-033-0000
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20-11-410-024-0000
20-11-411-012-0000
20-11-411-013-0000
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20-12-107-017-0000
20-12-107-018-0000
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20-12-108-021-0000
20-12-108-022-0000
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20-12-110-026-0000
20-12-110-027-0000
20-12-110-028-0000
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20-12-110-040-0000
20-12-110-043-0000
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20-12-113-035-0000
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20-12-500-004-0000
20-13-100-001-0000
20-13-100-014-0000
20-13-101-001-0000
20-14-205-012-0000

PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 62.

[O2013-6490]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Committee on Finance to hold a public hearing in order to establish Special Service Area Number 62, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time, and

pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 62 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of 10 years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chamber, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 0.50 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is $75,000. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services". The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of the Edens Expressway, between North Hiawatha Avenue and West Glenlake Avenue; North Cicero Avenue, between West Glenlake Avenue and West Peterson Avenue; and the Edens Expressway, between West Peterson Avenue and North Caldwell Avenue to the west; North Hiawatha Avenue on the north; the alley east of North Cicero Avenue and North Keating Avenue on the east; and North Caldwell Avenue on the south.

SECTION 3. Notice of the Hearing shall be published at least once, not less than 15 days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than 10 days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 62.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of _____, 20__ at the City Council Chamber, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 62 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2022. The purpose of creating the Area shall be to provide Special Services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land-use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services".

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.50 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is $75,000. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the

provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of the Edens Expressway, between North Hiawatha Avenue and West Glenlake Avenue; North Cicero Avenue, between West Glenlake Avenue and West Peterson Avenue, and the Edens Expressway, between West Peterson Avenue and North Caldwell Avenue to the west; North Hiawatha Avenue on the north; the alley east of North Cicero Avenue and North Keating Avenue on the east; and North Caldwell Avenue on the south.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 20__.

_____

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 62.

Legal Description:

All that part of Sections 3 and 4, Township 40 North, Range 13 East of the Third Principal Meridian, being bounded and described as follows:

1. Beginning at the point of intersection of the west line of Cicero Avenue with the north line of Peterson Avenue in the northeast quarter of Section 4;

2. Thence west along said north line of West Peterson Avenue to a point that is 40 feet east of a line that is 240 feet west of and parallel with the west line of North Cicero Avenue aforesaid;

3. Thence south, perpendicular to the north line of said West Peterson Avenue, to the south line of West Peterson Avenue;

4. Thence west along said south line of West Peterson Avenue to the northwesterly line of the southeasterly half of Lot 9 in Ogden and Jones' Subdivision of Bronson's Tract in Caldwell's Reserve in Townships 40 and 41 North, Range 13 East of the Third Principal Meridian, being also the easterly right-of-way of the Edens Expressway (Interstate 94);

5. Thence southwesterly along said northwesterly line of the southeasterly half of Lot 9 in Ogden and Jones' Subdivision, and its southwesterly extension, being also the easterly right-of-way of the Edens Expressway (Interstate 94), to the centerline of North Caldwell Avenue;

6. Thence southeasterly along said centerline of North Caldwell Avenue to the southerly extension of the east line of the 16 foot wide public alley east of North Cicero Avenue;

7. Thence north along said southerly extension and said east line of the 16 foot wide public alley east of North Cicero Avenue to the northwest corner of Lot 13 in Block 5 in Cicero and Peterson Avenue Addition, a subdivision of part of Lots 3, 4, 8 and 9 of Ogden and Jones' Subdivision of Bronson's Tract in Caldwell's Reserve aforesaid;

8. Thence east along the north line of said Lot 13 in Block 5 in Cicero and Peterson Avenue Addition, and its easterly extension to the centerline of North Keating Avenue;

9. Thence north along said centerline of North Keating Avenue to the easterly extension of the south line of Lot 5 in Block 4 in Cicero and Peterson Avenue Addition aforesaid;

10. Thence west along said easterly extension and south line of Lot 5 in Block 4 in Cicero and Peterson Avenue Addition to the southwest corner of said Lot 5 in Block 4 in Cicero and Peterson Avenue Addition, being also the east line of the 16-foot wide public alley east of North Cicero Avenue;

11. Thence north along said east line of the 16-foot wide public alley east of North Cicero Avenue to the centerline of North Hiawatha Avenue, being also the northeasterly line of Lots 8 and 11 in Ogden and Jones' Subdivision of Bronson's Tract in Caldwell's Reserve aforesaid;

12. Thence northwesterly along said centerline of North Hiawatha Avenue, being also the northeasterly line of Lots 8 and 11 in Ogden and Jones' Subdivision of Bronson's Tract in Caldwell's Reserve aforesaid to the easterly right-of-way of the Edens Expressway (Interstate 94);

13. Thence south along said easterly right-of-way of the Edens Expressway (Interstate 94) to the southwesterly line of Lots 11 and 8 in Ogden and Jones' Subdivision of Bronson's Tract in Caldwell's Reserve aforesaid;

14. Thence southeasterly along said southwesterly line of Lots 11 and 8 in Ogden and Jones' Subdivision of Bronson's Tract in Caldwell's Reserve to a line that is 240 feet west of and parallel with the west line of North Cicero Avenue;

15. Thence north along said line that is 240 feet west of and parallel with the west line of North Cicero Avenue to a line that is 537.17 feet north of and parallel with the north line of West Peterson Avenue;

16. Thence east along said line that is 537.17 feet north of and parallel with the north line of West Peterson Avenue to the west line of North Cicero Avenue;

17. Thence south along said west line of North Cicero Avenue to the point of beginning at the point of intersection of the west line of North Cicero Avenue with the north line of West Peterson Avenue in the northeast quarter of Section 4.

63. All in the City of Chicago, Cook County, Illinois.

Permanent Index Numbers:

13-03-125-004-0000
13-03-125-009-0000
13-03-125-023-0000
13-03-125-024-0000
13-03-125-025-0000
13-03-125-026-0000
13-03-125-027-1001
13-03-125-027-1002
13-03-125-027-1003
13-03-125-027-1004
13-03-125-027-1005
13-03-125-027-1006
13-03-126-001-0000
13-03-126-002-0000
13-03-126-003-0000
13-03-126-004-0000
13-03-126-005-0000
13-03-126-006-0000
13-03-126-007-0000
13-03-126-017-0000
13-03-126-018-0000
13-03-126-019-0000
13-03-126-026-0000
13-03-126-027-0000
13-03-300-022-0000
13-03-300-023-0000
13-04-229-046-0000
13-04-229-050-0000
13-04-229-052-0000
13-04-229-054-0000
13-04-229-055-0000
13-04-402-004-0000
13-04-402-005-0000

PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 63.

[O2013-6497]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Committee on Finance to hold a public hearing in order to establish Special Service Area Number 63, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time, and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 63 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chamber, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the

taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 1.5 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is $115,000. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services". The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of West Chicago Avenue, between North Albany Avenue and North Karlov Avenue.

SECTION 3. Notice of the Hearing shall be published at least once, not less than 15 days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than 10 days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 63.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of _____, 20__ at the City Council Chamber, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 63 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2022. The purpose of creating the Area shall be to provide Special Services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are

not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services".

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 1.5 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is $115,000. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of West Chicago Avenue, between North Albany Avenue and North Karlov Avenue.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within 60 days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 20__.

_____
City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 63.

Legal Description:
That part of the south half of Sections 1,2 and 3 and the north half of Sections 10, 11 and 12, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, being described as follows:

beginning at the northwest corner of the east 723 feet of the northeast quarter of said Section 10; thence east along the north line of said Section 10 to a point of intersection with the southerly extension of the west line of the north-south alley in Block 1 of Ellsworth T.Martin's Subdivision of Block 1 and 2 of the resubdivision of Blocks 5 and 6 in the Foster Subdivision, recorded March 21, 1912 as document number 4932160; thence north along said southerly extension and west line of alley to a point of intersection with the westerly extension of the north line of Lot 19 in said Ellsworth T.Martin's Subdivision; thence east along said westerly extension and north line of Lot 19 extended easterly to a point on centerline of Pulaski Road; thence north along said centerline to a point of intersection with the westerly extension of the south line Lot 30 in Block 7 of Thomas J. Diven's Subdivision, recorded March 23, 1888 as document number 935645, said south line also being the north line of an east-west alley ; thence east along said westerly extension and north line extended easterly through Blocks 7, 8, 3 and 4 to a point on the west right-of-way line of Hamlin Avenue; thence continuing easterly across said Hamlin Avenue to the north line of an east-west alley in Block 5 of T.J.Diven's Subdivision, recorded May 2, 1887 as document number 823307; thence continuing east along said north line of said east-west alley and its easterly extensions through Blocks 5, 6, 7 and 8 to a point on the west right-of-way line of Central Park Avenue; thence continuing easterly across said Central Park Avenue to the north line of an east-west alley in Dickey's Third Addition to Chicago, recorded April 16, 1905 as document number 3675492; thence continuing east along said north line of said east-west alley and its easterly extension to the north line of an east-west alley in Dickey's Second Addition to Chicago, recorded May 19, 1899 as document number 2822628; thence continuing east along said north line of said east-west alley and its easterly extensions through Dickey's Second Addition to a point on the west right-of-way line of Trumbull Avenue; thence continuing easterly across said Trumbull Avenue to the north line of an east-west alley in said Dickey's Third Addition to Chicago; thence continuing east along said north line to a point on the west right-of-way line of Homan Avenue; thence continuing easterly across said Homan Avenue to the north line of an east-west alley in Wilson and Gould's Subdivsion, recorded March 22,1888 as document number 935024; thence continuing east along said north line and its easterly extension to a point on the centerline of Christiana Avenue; thence north along said centerline to a point of intersection with the westerly extension of the north line of the south 6 inches of Lot 23 in Christiana Subdivision, recorded April 7, 1882 as document number 1640592; thence east along said westerly extension and said north line extended easterly to a point on the centerline of an adjacent north-south alley; thence north along said centerline to a point of intersection with the westerly extension of the north line of Lot 32 in N.T. Wrights Subdivision of Lot 4 of the

Superior Court Partition, recorded October 9, 1892 as document number 61043; thence east along said westerly extension and north line extended easterly to a point on the centerline of Spaulding Avenue; thence south along said centerline and its southerly extension to a point on the centerline of Chicago Avenue; thence east along said centerline to a point of intersection with the southerly extension of the centerline of Kedzie Avenue; thence north along said centerline to a point of intersection with the westerly extension of the south line of Lot 1 in E.A.Cummings and Co.'s Subdivision, recorded November 8, 1889 as document number 1182456; thence east along said westerly extension and the south line of Lot 1 to a point on the west line of Lot 7 in Kenny's Subdivision of Lots 68 and 69 in Mciiroy's Subdivision, recorded August 5,1873 as document number 118716; thence southeasterly along a line that is southwesterly of and parallel to the southwesterly right-of-way line of the Chicago Milwaukee and St. Paul Railroad Company, per document 36769987 and 3700092 to a point on the east line of Lot 6 in said Kenny's Subdivision; thence south along said east line and its southerly extension to a point on the centerline of Chicago Avenue; thence east along said centerline to a point of intersection with said northwesterly extension of the centerline of Albany Avenue; thence southeasterly and southerly along said centerline to a point of intersection with the easterly extension of the south line of Lot 35 in Cumming's Subdivision, recorded as document number 1050563; thence west along said easterly extension and south line extendeded westerly to a point on the west line of the adjacent north-south alley; thence north along said west line to the northeast corner of Lot 51 in said Cumming's Subdivision; thence west along the north line of said Lot 51 and its westerly extension to a point on the centerline of Troy Avenue; thence north along said centerline to a point of intersection with the easterly extension of the centerline of an east-west alley lying adjacent to the north line of Lot 132 in said Cumming's Subdivision; thence west along said easterly extension and centerline to a point of intersection with the northerly extension of the east line of an north-south alley, said alley lying adjacent to the west line of said Lot 132; thence south along said northerly extension and east line to a point of intersection with the easterly extension of the south line of Lot 156 in said Cummings Subdivision; thence west along said easterly extension and south line of Lot 156 extended westerly to a point on the centerline of Kedzie Avenue; thence south along said centerline to a point of intersection with the easterly extension of the north line of Lot 36 in Armington's Subdivision as recorded in book 9 page 95, said north line also being the south line of an east-west alley ; thence west along said easterly extension and south line to a point of intersection with the southerly extension of the west line of an north-south alley, said alley lying west of said Kedzie Avenue and east of Sawyer Avenue; thence north along said southerly extension and west line to the northeast corner of Lot 19 in said Armington's Subdivision, said northeast corner also being a point on the south line of an east-west alley; thence west along said south line and its westerly extension to a point on the centerline of said Sawyer Avenue; thence north along said centerline to a point of intersection with the easterly extension of the north line of Lot 100 in said Armington's Subdivision, said north line also being the south line of an east-west alley; thence west along said easterly extension and south line extended westerly to a point on the centerline of Spaulding Avenue; thence south along said centerline to a point of intersection with the easterly extension of the north line of Lot 1 in Chas. H. Serum's Subdivision, recorded

October 31,1910 as document number 4654484, said north line also being the south line of an east-west alley; thence west along said easterly extension and south line extended westerly to the northeast corner of Lot 47 in John M. Ways Subdivision, said northeast corner also being a point on the south line of an east-west alley; thence continuing along said south line and its westerly extension to a point on the centerline of Homan Avenue; thence south along said centerline to a point of intersection with the easterly extension of the south line of Lot 6 in J. H. Dunham's Subdivision, recorded on March 26,1873 as document number 88869; thence west along said easterly extension and south line extended westerly to a point on the west line of an north-south alley lying adjacent to said Lot 6; thence north along said west line to the southeast corner of Lot 45 in said J. H. Dunham's Subdivision; thence west along said south line and its westerly extension to a point on the centerline of Trumbull Avenue; thence north along said centerline to a point of intersection with the easterly extension of the north line of the south 16.92 feet of Lot 4 in Block 2 in said J. H. Dunham's Subdivision; thence west along the north line of said easterly extension and north line of the south 16.92 feet to a point on the west line of the east 50 feet of said Lot 4; thence south along said west line of the east 50 feet to a point on the south line of Lot 5 in said J. H. Dunham's Subdivision; thence west along said south line to the southwest corner of said Lot 5; thence continuing west across an north-south alley to the southeast corner of Lot 44 in said J. H. Dunham's Subdivision; thence west along the south line of said Lot 44 and its westerly extension to a point on the centerline of St. Louis Avenue; thence south along said centerline to a point of intersection with the easterly extension of the north line of Lot 45 in Thos. J. Diven's Subdivision, recorded July 27,1887 as document number 855132, said north line also being the south line of an east-west alley; thence west along said easterly extension and its south line extended westerly to a point on the centerline of Drake Avenue; thence north along said centerline to a point of intersection with the easterly extension of the south line of Lot 4 in Cushing's Subdivision of Blocks 4 and 5 of F. Harding's Subdivision (ante-fire); thence west along said easterly extension and the south line of Lot 4 extended westerly to a point on the west line of an north-south alley lying adjacent to said Lot 4; thence north along said west line to the southeast corner of Lot 45 in said Cushing's Subdivision; thence west along the south line of said Lot 45 and its westerly extension to a point on the centerline of Central Park Avenue; thence south along said centerline to a point of intersection with the easterly extension of the south line of Lot 6 in Mcauley's Subdivision of Block 1 of W. J. Morton's Subdivision, see tract book 121, page 23 recorded April 1,1859 (ante-fire); thence west along said easterly extension and south line of said Lot 6 extended westerly to a point on the west line of an north-south alley lying adjacent to said Lot 6; thence north along said west line to the northeast corner of Lot 43 in said Mcauley's Subdivision of Block 1 of W. J. Morton's Subdivision; thence west along the north line of said Lot 43 and its westerly extension to a point on the centerline of Monticello Avenue; thence south along said centerline to a point of intersection with the easterly extension of the north line of Lot 2 in Harry Kaplan's Subdivision, recorded November 21, 1922 as document number 7723139, said north line of Lot 2 also being the south line of an east-west alley; thence west along said easterly extension and south line extended westerly to a point on the centerline of

Lawndale Avenue; thence north along said centerline to a point of intersection with the easterly extension of the north line of Lot 1 in the resubdivision of Lots 44 to 48, recorded August 1, 1911 as document number 4804108, said north line of Lot 1 also being the south line of an east-west alley; thence west along said easterly extension and south line extended westerly to a point on the centerline of Ridgeway Avenue; thence north along said centerline to a point of intersection with the easterly extension of the north line of Lot 48 in I .W. B. Day's Subdivision, recorded July 10, 1873 as document number 108658, said north line of Lot 48 also being the south line of an east-west alley; thence west along said easterly extension and its south line extended westerly to a point on the centerline of Hamlin Avenue; thence south along said centerline to a point of intersection with the easterly extension of the north line of Lot 45 in Thomas J. Diven's Subdivision of Block 1 of F. Harding's Subdivision, recorded July 27, 1887 as document number 855133, said north line of Lot 45 also being the south line of an east-west alley; thence west along said easterly extension and south line extended westerly to a point on the centerline of Avers Avenue; thence north along said centerline to a point of intersection with the easterly extension of the north lin e of Lot 48 in Thomas J. Diven's Subdivision of Block 2 of F. Harding's Subdivision, recorded August 12, 1872 as document number 49120, said north line of Lot 48 also being the south line of an east-west alley; thence west along said easterly extension and south line extended westerly to a point on the centerline of Springfield Avenue; thence south along said centerline to a point of intersection with the easterly extension of the north line Lot 45 in Thomas J. Diven's Subdivision of Block 3 of F. Harding's Subdivision, recorded August 24, 1887 as document number 864385, said north line of Lot 45 also being the south line of an east-west alley; thence west along said easterly extension and south line extended westerly to a point on the centerline of Harding Avenue; thence north along said center line to a point of intersection with the easterly extension of the north line of Lot 6 in the subdivision of Block 4 of F. Harding's Subdivision (ante-fire); thence west along said easterly extension and north line of Lot 6 to the northwest corner thereof, said northwest corner also being a point on the east line of an north-south alley; thence south along said east line to a point of intersection with the easterly extension of the north line of Lot 1 in the subdivision of Lots 25 to 29 in Block 4 of F. Harding's Subdivision, recorded December 12,1888 as document number 1039270, said north line of Lot 1 also being the south line of an east-west alley; thence west along said easterly extension and south line of the east-west alley extended westerly to a point on the centerline of Pulaski Road, said centerline also being the east line of said northeast quarter of Section 10 ; thence south along said east line to a point on the south line of the north 1000 feet of said Section 10; thence west along said south line to a point on the west line of the east 366 feet of said Section 10; thence north along said west line to a point on the north line of the south 250 feet of the north 1000 feet of said Section 10; thence west along said north line to a point on the west line of the east 383 feet of said Section 10; thence south along said west line to a point on aforesaid south line of the north 1000 feet of said Section 10; thence west along said south line a distance of 83.54 feet; thence northwesterly a distance of 402.99 feet to a point which is 688.17 feet south of the north line of said Section 10 and 723 feet west of the east line of said Section 10; thence north along a line that is 723 feet west of and parallel with said east line a distance of 688.17 feet to the point of beginning.

Permanent Index Numbers:

PIN
16-01-319-015-0000
16-01-319-016-0000
16-01-319-017-0000
16-01-319-018-0000
16-01-319-019-0000
16-01-319-020-0000
16-01-319-021-0000
16-02-325-038-0000
16-02-325-039-0000
16-02-325-040-0000
16-02-325-041-0000
16-02-325-042-0000
16-02-325-043-0000
16-02-325-045-0000
16-02-326-035-0000
16-02-326-036-0000
16-02-326-037-0000
16-02-326-038-0000
16-02-326-039-0000
16-02-326-040-0000
16-02-326-041-0000
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PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 64.

[O2013-6504]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Committee on Finance to hold a public hearing in order to establish Special Service Area Number 64, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time, and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 64 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of 10 years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chamber, City Hall, Chicago, Illinois (the "Hearing") to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 2.5 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is $9,150. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services". The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of South Walden Parkway, from West 100th Street to West 99th Street; West 99th Street, from the alley west of South Walden Parkway to 1732 West 99th Street on the east.

SECTION 3. Notice of the Hearing shall be published at least once, not less than 15 days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year

were paid on each property lying within the Area. The notice shall be mailed not less than 10 days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 64.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of _____, 20__ at the City Council Chamber, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 64 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2022. The purpose of creating the Area shall be to provide special services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services".

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 2.5 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is $9,150. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of South Walden Parkway, from West 100th Street to West 99th Street; West 99th Street, from the alley west of South Walden Parkway to 1732 West 99th Street on the east.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said Hearing, and said Hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 20__.

_____
City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 64

Legal Description:

All that part of the east half of Section 7 in Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the southwest corner of Lot 3 in Orlando J. Buck's Subdivision of Lots 10, 11 and 12 in Block 12 in Walden Addition to Washington Heights, said southwest corner being also the point of intersection of the north line of West 99th Street with the east line of the alley first east of South Longwood Drive lying between West 99th Street and West 98th Street; thence north along said east line of the alley first east of South Longwood Drive lying between West 99th Street and West 98th Street to the north line said Orlando J. Buck's Subdivision; thence east along said north line of said subdivision and its east extension to the east line of South Walden Parkway; thence north along said east line of South Walden Parkway to the south line of the alley first north of West 98th Street lying between the Chicago, Rock Island and Pacific Railroad and South Longwood Drive; thence east along said south line of the alley first north of West 98th Street lying between the Chicago, Rock Island and Pacific Railroad and South Longwood Drive to the west line of the Chicago, Rock Island and Pacific Railroad; thence north along said west line of the Chicago, Rock Island and Pacific Railroad to the west extension of the north line of the alley first south of West 95th Street lying between South Vanderpoel Avenue and South Wood Street; thence east along said west extension and said north line of the alley first south of West 95th Street lying between South Vanderpoel Avenue and South Wood Street to the east line of the Chicago, Rock Island and Pacific Railroad; thence south along said east line of the Chicago, Rock Island and Pacific Railroad to the west extension of the south line of the alley first north of West 99th Street lying between South Vanderpoel Avenue and South Wood Street; thence east along said west extension and said south line of the alley first north of West 99th Street lying between South Vanderpoel Avenue and South Wood Street to the east line of the west 16 feet of Lot 13 in Block 2 in Miss Dunn's Subdivision of Lot 30 and Lots 77 to 84, inclusive, in Block 6 in Hillard and Dobbins' First Addition to Washington Heights; thence south along said east line of the west 16 feet of Lot 13 in Block 2 in Miss Dunn's Subdivision and its south extension to the south line of West 99th Street; thence west along said south line of West 99th Street to the east line of the west 1.75 feet of Lot 5 in the subdivision of Lots 12 and 13 in M.E. Hillard's Subdivision; thence south along said east line of the west 1.75 feet of Lot 5 in the Subdivision of Lots 12 and 13 in M.E. Hillard's Subdivision to the south line of said Lot 5 in said subdivision of Lots 12 and 13 in M.E. Hillard's Subdivision; thence west along the south line of Lots 1 through 5 in the subdivision of Lots 12 and 13 in M.E. Hillard's Subdivision to the west line of said Lot 1 in the Subdivision of Lots 12 and 13 in M.E. Hillard's Subdivision; thence north along said west line of Lot 1 in the subdivision of Lots 12 and 13 in M.E. Hillard's Subdivision to the south line of West 99th Street; thence west along said south line of West 99th Street to northerly extension of the east line of Lot 1 in Block 7 of Walden Terrance Addition to Chicago, a subdivision of that part of the northwest quarter of the southeast quarter of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, said east line also being the west line of the Chicago, Rock Island and Pacific Railroad; thence south and southwesterly along said west line of the Chicago, Rock Island and Pacific Railroad to the centerline of West 100th Street; thence west along said centerline of West 100th Street to the south extension of the centerline of the alley first east of South Longwood Drive lying between West 100th Street and West 99th Street; thence

north along said extension, said centerline and its north extension to the north line of West 99th Street; thence east along said north line of West 99th Street to the point of beginning; all in the City of Chicago, Cook County, Illinois.

Permanent Index Numbers:

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25-07-216-026-0000	25-07-402-026-0000
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PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 65 (FORMERLY SPECIAL SERVICE AREA NO. 14).

[O2013-6459]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Committee on Finance to hold a public hearing in order to establish Special Service Area Number 65, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time, and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, On October 7, 1993, the City Council of the City of Chicago (the, "City Council") enacted an ordinance establishing a special service area known and designated as City of Chicago Special Service Area Number 14 to provide special governmental services in the area in addition to services provided generally by the City of Chicago and authorizing a real property tax not to exceed an annual rate of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of all property within the area to provide such services for a period of four years (the "Initial Levy Period"), which such ordinance was amended on March 9,1995; and

WHEREAS, The Initial Levy Period has expired; and

WHEREAS, On December 10, 1997, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 14 and authorized the levy of an annual tax for the period beginning in 1997 through and including 2000 (the "Second Levy Period"), not to exceed an annual rate of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, The Second Levy Period has expired; and

WHEREAS, On December 5, 2001, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 14 and authorized the levy of an annual tax, for the period beginning in 2001 through and including 2004 (the "Third Levy Period"), not to exceed the sum of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, The Third Levy Period has expired; and

WHEREAS, On December 7, 2005, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 14 and authorized the levy of an annual tax, for the period beginning in 2005 through and including 2007 (the "Fourth Levy Period"), not to exceed the sum of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the area in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, The Fourth Levy Period has expired; and

WHEREAS, On November 12, 2008, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 14 (the "Original Area") and authorized the levy of an annual tax, for a period of five years beginning in 2008 through and including 2012 (the "Fifth Levy Period"), not to exceed the sum of forty-one one-hundredths of one percent (0.41%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally; and

WHEREAS, The Fifth Levy Period has expired; and

WHEREAS, The City Council of the City of Chicago finds that it is in the public interest that consideration be given to the establishment of an area within the City of Chicago (which is comprised of the Original Area) to be known and designated as Special Service Area Number 65 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of five years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the establishment of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chamber, City Hall, Chicago, Illinois (the "Hearing") to consider the establishment of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum forty-five one-hundredths of one percent (0.45%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2017. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2013 is $570,513. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but not limited to: security services provided in the Area, including the administration necessary for the implementation of such security services; coordinated marketing and promotional activities; businesses retention and recruitment; area strategic planning; and other technical assistance activities to promote community and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and

hereby incorporated herein. The approximate street location of said territory consists of West Marquette Road on the north, West 75th Street on the south, South Kedzie Avenue on the west and South Bell Avenue on the east.

SECTION 3. Notice of the Hearing shall be published by the City of Chicago at least once, not less than 15 days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than 10 days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 65.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of _____, 2013 at the City Council Chamber, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the establishment of an area within the City of Chicago (which is comprised of the area formerly known as Special Service Area Number 14) to be known and designated as Special Service Area Number 65 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2017. The purpose of creating the Area shall be to provide special services within the Area, which may include, but not limited to: security services provided in the Area, including the administration necessary for the implementation of such security services; coordinated marketing and promotional activities; businesses retention and recruitment; area strategic planning; and other technical assistance activities to promote community and economic development, which will be hereinafter referred to collectively as the "Special Services".

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of forty-five one-hundredths of one percent (0.45%) of the equalized assessed value of taxable property within the Area. The proposed

amount of the tax levy for Special Services for the initial year for which taxes will be levied within the Area in tax year 2013 is $570,513. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of West Marquette Road on the north, West 75th Street on the south, South Kedzie Avenue on the west and South Bell Avenue on the east.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the establishment of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the establishment of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within 60 days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2013.

_____
City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 65.
(Formerly Special Service Area No. 14)

Legal Description:

That part of Sections 24 and 25 in Township 38 North, Range 13 East of the Third Principal Meridian and Sections 19 and 30 in Township 38 North, Range 14 East of the Third Principal Meridian, described as follows:

Beginning at the northwest comer of the southeast quarter of said Section 24 (being also the intersection of the centerlines of South California Avenue and West Marquette Road); thence south along the west line of said southeast quarter to the northeast comer of the northwest quarter of said Section 25 (being also the Intersection of the centerlines of South California Avenue and West 71st Street); thence west along the north line of said northwest quarter to the northwest comer of the northwest quarter of said Section 25 (being also the intersection of the centerlines of South Kedzie Avenue and West 71st Street); thence south along the west line of said northwest quarter to the northerly right-of-way line of the Belt Railway of Chicago; thence easterly along the northerly right-of- way line of said Belt Railway of Chicago across said Sections 25 and 30 to the easterly line of South Oakley Avenue; thence northeast along the northwesteriy right-of-way line of said Belt Railway of Chicago, said right-of-way line also being the southeasterly line of property having a PIN of 20-30-125-002, to the southwest comer of property having a PIN of 20-30-125-003; thence northeast along the westerly line of property having a PIN of 20-30-125-003, said property lying northwest of the Belt Railway of Chicago, to the south line of West 74th Street; thence east along the south line of West 74th Street to the northwesterly right-of-way line of said Belt Railway of Chicago; thence northeast along the northwesterly right-of-way line of said Belt Railway of Chicago to the westerly right-of-way line of the Pittsburg Cincinnati Chicago and St. Louis Railroad (P. C. C. & St. L. RR.); thence northerly along the westerly right-of-way line of said P. C. C. & St. L. RR. across said Sections 30 and 19 to the north line of the southwest quarter of said Section 19 (being also the centerline of West Marquette Road); thence west along the north line of said southwest quarter to the northwest comer of the southwest quarter of said Section 19, being a point on the east line of the southeast quarter of said Section 24 (said northwest comer being also on the centerline of West Marquette Road to the east and 60 feet west of the easterly line of South Western Avenue); thence north along the east line of the southeast quarter of said Section 24 to the northeast corner of said southeast quarter; thence west along the north line of said southeast quarter (being also the centerline of West Marquette Road to the west) to the point of beginning, all in Chicago, Cook County, Illinois.

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PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 67.
[O2013-6471]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Committee on Finance to hold a public hearing in order to establish Special Service Area Number 67, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time, and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, On December 17, 2003, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 24 (the "Original Area") and authorized the levy of an annual tax, for the period beginning in tax year 2003 through and including tax year 2012 (the "Initial Levy Period"), not to exceed an annual rate of sixty one-hundredths of one percent (0.60%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the Original Area in addition to the services provided by and to the City of Chicago generally (the "Original Special Services"); and

WHEREAS, The Initial Levy Period expired; and

WHEREAS, The Establishment Ordinance established the Original Area as that territory consists of West Morse Avenue, from North Clark Street to North Sheridan Road; on North Clark Street, from West Wallen Avenue to West Birchwood Avenue; on North Glenwood Avenue, from West Lunt Avenue to West Farwell Avenue; and

WHEREAS, The Original Special Services authorized in the Establishment Ordinance included maintenance and beautification activities including, but not limited to, snow removal and sidewalk cleaning; security services, including, but not limited to, the development of safety programs; recruitment and promotion of new businesses to the Area and retention and promotion of existing businesses within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade improvements; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic transit/parking improvements including parking management studies, and enhanced land-use oversight and control initiatives; and

WHEREAS, The City of Chicago desires to consider the establishment of a new special service area in an area which is comprised of the Original Area and certain additional territory, and the authorization of a levy of a new special annual services tax in order to provide certain special services which are distinct from the Original Special Services; and

WHEREAS, The City Council finds that it is in the public interest that consideration be given to the establishment of an area within the City of Chicago (which is comprised of the Original Area and certain additional territory) to be known and designated as Special Service Area Number 67 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of 10 years within the Area for the purposes set forth herein; that the

Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the establishment of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chamber, City Hall, Chicago, Illinois (the "Hearing") to consider the establishment of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 0.63 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2022. The proposed amount of the tax levy for Special Services (as hereinafter defined) for the initial year for which taxes will be levied within the Area in tax year 2013 is $301,100. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which are herein referred to collectively as the "Special Services". The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of North Clark Street, between West Birchwood Avenue and West Albion Avenue, West Greenleaf Avenue, between North Clark Street and North Ravenswood Avenue, West Lunt Avenue, between North Clark Street and North Ravenswood Avenue, North Ravenswood Avenue, between West Greenleaf Avenue and West Lunt Avenue, West Morse Avenue, between North Clark Street and the alley west of North Sheridan Road, and North Glenwood Avenue, between North Greenleaf Avenue and West Pratt Avenue.

SECTION 3. Notice of the Hearing shall be published at least once, not less than 15 days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year

were paid on each property lying within the Area. The notice shall be mailed not less than 10 days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 67.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of _____, 20__ at the City Council Chamber, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the establishment of an area within the City of Chicago (which is comprised of the area formerly known as Special Service Area Number 24 and certain additional territory) to be known and designated as Special Service Area Number 67 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2022. The purpose of creating the Area shall be to provide special services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services."

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.63 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services for the initial year for which taxes will be levied within the Area in tax year 2013 is $301,100. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code,35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of North Clark Street, between West Birchwood Avenue and West Albion Avenue, West Greenleaf Avenue, between North Clark Street and North Ravenswood Avenue, West Lunt Avenue, between North Clark Street and North Ravenswood Avenue, North Ravenswood Avenue, between West Greenleaf Avenue and West Lunt Avenue, West Morse Avenue, between North Clark Street and the alley west of North Sheridan Road, and North Glenwood Avenue, between West Greenleaf Avenue and West Pratt Avenue.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the establishment of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance ofthe City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the establishment of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within 60 days following the final adjournment of the Public Hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 20__.

_____
City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 67.
(Formerly Special Service Area No. 24)

All that part of the southeast quarter of Section 30, the east half of the east half of Section 31 and the northwest quarter of Section 32, all in Township 41 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the southeast corner of Lot 11 in Block 7 of Wm. L. Wallen's Addition to Rogers Park, a subdivision of Lots 2 and 3 (except the west 17 feet thereof) in the Assessor's Division of the northeast quarter of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, said southeast corner of Lot 11 being also the point of intersection of the west line of North Clark Street with the north line of West Albion Avenue; thence west along said north line of West Albion Avenue to the westerly line of the alley west of North Clark Street lying between West Albion Avenue and West Wallen Avenue; thence northerly along the westerly line of the alley west of North Clark Street lying between West Albion Avenue and West Wallen Avenue and along the northerly extension thereof to the north line of the east half of the southeast quarter of said Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, said north line of the east half of the southeast quarter of Section 31 being also the centerline of West Pratt Avenue; thence west along said centerline of West Pratt Avenue to the southerly extension of the east line of Lot 8 in Block 44 in Rogers Park, a subdivision of the northeast quarter and that part of the northwest quarter, lying east of Ridge Road, of Section 31 and also the west half of the northwest quarter of Section 32 and also all of Section 30 lying south of the Indian boundary line, all in Township 41 North, Range 14 East of the Third Principal Meridian, said east line of Lot 8 being also the westerly line of the alley west of North Clark Street; thence northerly along said southerly extension and the westerly line of the alley west of North Clark Street to the south line of West Lunt Avenue; thence west along said south line of West Lunt Avenue and along the westerly extension thereof to the west line of the east half of the northeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; thence north along said west line of the east half of the northeast quarter of Section 31 to the westerly extension of the north line of the south 61 feet of Lot 6 in the subdivision of Block 18 of Rogers Park; thence east along said westerly extension and the north line of the south 61 feet of Lot 6 in the subdivision of Block 18 of Rogers Park to the east line of the west 46.08 feet of said Lot 6 in the subdivision of Block 18 of Rogers Park; thence south along said east line of the west 46.08 feet of Lot 6 in the subdivision of Block 18 of Rogers Park to a north line of the parcel of property bearing Permanent Index Number 11-31-206-016, said north line being also the southerly most south line of the parcel of property bearing Permanent Index Number 11-31-206-017; thence east along said southerly most south line of the parcel of property bearing Permanent Index Number 11-31-206-017 to the east line thereof; thence north along said east line of the parcel of property bearing Permanent Index Number 11-31-206-017 and along the east line of the parcel of property bearing Permanent Index Number 11-31-206-015 to the northerly most north line of aforesaid parcel of property bearing Permanent Index Number 11-31-206-016; thence east along said northerly most north line of the parcel of property bearing Permanent Index Number 11-31-206-016 to the easterly line of aforesaid Lot 6 in the subdivision of Block 18 of Rogers Park, said easterly line of Lot 6 being also the westerly line of the alley east of North Ravenswood Avenue; thence north along said westerly line of the alley east of North Ravenswood Avenue to the south line of the north 100 feet of Block 18 in aforesaid Rogers Park; thence west along said south line of the north 100 feet of Block 18 in Rogers Park and

along the westerly extension thereof to the west line of the east half of the northeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; thence north along said west line of the east half of the northeast quarter of Section 31 to the north line of West Estes Avenue; thence east along said north line of West Estes Avenue to the easterly line of Lot 6 in the subdivision of Block 9 (except the north 100 feet thereof) in aforesaid Rogers Park, said easterly line of Lot 6 being also the westerly line of the alley west of North Clark Street; thence north along said westerly line of the alley west of North Clark Street to the south line of the north 100 feet of Block 9 in Rogers Park; thence west along said south line of the north 100 feet of Block 9 in Rogers Park to the west line of the east half of the northeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; thence north along said west line of the east half of the northeast quarter of Section 31 to the south line of West Touhy Avenue; thence northerly along a straight line to the point of intersection of the north line of West Touhy Avenue with the westerly line of the public alley lying westerly of and adjoining the westerly line of Lot 3 in the Owner's Subdivision of part of Block 2 in aforesaid Rogers Park, said westerly line of the public alley being also the easterly line of the Chicago and Northwestern Railway right-of-way; thence northerly along said easterly line of the Chicago and Northwestern Railway right-of-way to the north line of West Birchwood Avenue; thence east along said north line of West Birchwood Avenue to the easterly line of North Clark Street; thence southerly along said easterly line of North Clark Street to the northwesterly line of West Rogers Avenue; thence northeasterly along said northwesterly line of West Rogers Avenue to the northerly extension of the east line of Lot 10 in S. Rogers Touhy's Subdivision of that part of Original Block 1 in Rogers Park lying north of the south line of Bryon Avenue (now West Jarvis Avenue) and west of the west line of Forest Avenue; thence south along said northerly extension and the east line of Lot 10 in S. Rogers Touhy's Subdivision and along the southerly extension thereof to the south line of West Jarvis Avenue; thence west along said south line of West Jarvis Avenue to the westerly line of Lot 4 in S. Rogers Touhy Bryan Avenue and Forest Street Subdivision in Block 1 of Rogers Park, a subdivision in the east half of the southeast quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, said westerly line of Lot 4 being also the easterly line of the alley east of North Clark Street; thence southerly along said easterly line of the alley east of North Clark Street to the north line of Lot 10 in Rogers Park Sherwin Manor, a subdivision of part of Block 1 in Rogers Park in the east half of the southeast quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian; thence west along the westerly extension of the north line of said Lot 10 in Rogers Park Sherwin Manor to the centerline of the vacated alley lying west of and adjoining the westerly line of said Lot 10 in Rogers Park Sherwin Manor; thence southerly along said centerline of the vacated alley lying west of and adjoining the westerly line of Lot 10 in Rogers Park Sherwin Manor and along the southerly extension thereof and along the centerline of the vacated alley lying west of and adjoining the westerly line of Lot 21 in said Rogers Park Sherwin Manor to the westerly extension of the south line of said Lot 21 in Rogers Park Sherwin Manor, said westerly extension and the south line of Lot 21 being also the north line of the alley north of West Chase Avenue; thence east along said north line of the alley north of West Chase Avenue to the northerly extension of the westerly line of Lot 4 in S. Rogers Touhy's Homestead Subdivision of the north 166.05 feet of the south 616.05 feet (measured from the centerline of West Touhy Avenue) of Block 1 (except the east 447.05 feet thereof) in Rogers Park, a subdivision in the east half of the southeast quarter of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian, said westerly line of Lot 4 being also the easterly line of the alley east of North Clark Street; thence southerly along said easterly line of the alley east of North Clark Street and along the southerly extension thereof to the south line of West Chase Avenue; thence west along said south line of West

Chase Avenue to the west line of the east 14 feet of Lot 11 in Block 6 of F. H. Dooland's Subdivision of the east 414 feet of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian and the west 175 feet of Section 29, Township 41 North, Range 14 East of the Third Principal Meridian south of the Indian Boundary Line and south of the Chicago, Evanston and Lake Superior Rail Road; thence south along said west line of the east 14 feet of Lot 11 in Block 6 of F. H. Dooland's Subdivision to the south line of said Lot 11, said south line of Lot 11 being also the north line of the alley north of West Touhy Avenue; thence east along said north line of the alley north of West Touhy Avenue to the northerly extension of the east line of Lot 14 in said Block 6 of F. H. Dooland's Subdivision; thence south along said northerly extension and the east line of Lot 14 in Block 6 of F. H. Dooland's Subdivision to the south line of said Lot 14, said south line of Lot 14 being also the north line of West Touhy Avenue; thence east along said north line of West Touhy Avenue to the northerly extension of a line 50 feet west of, as measured along the south line of West Touhy Avenue, and parallel with the east line of Lot 8 in Block 10 of aforesaid Rogers Park; thence south along said northerly extension and a line 50 feet west of, as measured along the south line of West Touhy Avenue, and parallel with the east line of Lots 8 and 9 in Block 10 of Rogers Park to a line 15 feet south of and parallel with the north line of Lot 9 in Block 10 of Rogers Park; thence east along said line 15 feet south of and parallel with the north line of Lot 9 in Block 10 of Rogers Park and along the easterly extension thereof to the west line of Lot 7 in said Block 10 of Rogers Park, said west line of Lot 7 being also the east line of the alley east of North Clark Street; thence south along said east line of the alley east of North Clark Street to the easterly extension of the north line of Lot 5 in Olson and Uhlman's Resubdivision of Lots 13 and 14 in Block 10 of Rogers Park, a subdivision in the east half of the northeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian; thence west along said easterly extension and the north line of Lots 5 and 4 in Olson and Uhlman's Resubdivision to the west line of said Lot 4, said west line of Lot 4 being also the east line of the alley east of North Clark Street; thence south along said west line of Lot 4 in Olson and Uhlman's Resubdivision and along the southerly extension thereof to the south line of West Estes Avenue; thence west along said south line of West Estes Avenue to the east line of the west 60 feet of Lots 7 and 8 in Block 17 of aforesaid Rogers Park; thence south along said east line of the west 60 feet of Lots 7 and 8 in Block 17 of Rogers Park to the north line of a parcel of property bearing Permanent Index Number 11-31-207-023; thence east along said north line 109.68 feet to an angle point in said north line; thence north along said north line 9.55 feet to an angle point in said north line; thence east along said north line and along the easterly extension thereof to the west line of Lot 6 in said Block 17 of Rogers Park, said west line of Lot 6 being also the east line of the alley east of North Clark Street; thence south along said east line of the alley east of North Clark Street to the centerline of the vacated alley lying north of and adjoining the north line of Lots 12, 13 and 14 in Block 33 of aforesaid Rogers Park; thence east along said centerline of the vacated alley lying north of and adjoining the north line of Lots 12, 13 and 14 in Block 33 of Rogers Park to the northerly extension of the west line of the east 11 feet of Lot 13 in said Block 33 of Rogers Park; thence south along said northerly extension and the west line of the east 11 feet of Lot 13 in Block 33 of Rogers Park to the south line of the north 30 feet of Lots 13 and 14 in said Block 33 of Rogers Park; thence east along said south line of the north 30 feet of Lots 13 and 14 in Block 33 of Rogers Park to the west line of North Paulina Street; thence north along said west line of North Paulina Street to the westerly extension of the south line of Lot 15 in Block 32 of aforesaid Rogers Park, said south line of Lot 15 being also the north line of the alley north of West Morse Avenue; thence east along said westerly extension and the north line of the alley north of West Morse Avenue to the west line of Lot 4 in said Block 32 of Rogers Park, said west line of Lot 4 being also the east line of the alley west of North Ashland

Boulevard; thence south along said east line of the alley west of North Ashland Boulevard to the north line of the south 5 feet of Lot 6 in Block 32 of Rogers Park; thence east along said north line of the south 5 feet of Lot 6 in Block 32 of Rogers Park to the east line of said Lot 6, said east line of Lot 6 being also the west line of North Ashland Boulevard; thence north along said west line of North Ashland Boulevard to the westerly extension of the south line of Lot 11 in Block 31 of Rogers Park; thence east along said westerly extension and the south line of Lot 11 in Block 31 of Rogers Park to the east line of said Lot 11, said east line of Lot 11 being also the west line of the alley east of North Ashland Boulevard; thence north along said west line of the alley east of North Ashland Boulevard to the westerly extension of the south line of Lot 6 in said Block 31 of Rogers Park, said south line of Lot 6 being also the north line of the alley north of West Morse Avenue; thence east along said westerly extension and the north line of the alley north of West Morse Avenue to the east line of North Greenview Avenue; thence south along said east line of North Greenview Avenue to the north line of the south 83.50 feet of Lot 10 in Block 30 of Rogers Park; thence east along said north line of the south 83.50 feet of Lot 10 in Block 30 of Rogers Park to the east line of said Lot 10; thence north along said east line of Lot 10 in Block 30 of Rogers Park and along the northerly extension thereof to the south line of Lots 8 and 9 in said Block 30 of Rogers Park, said south line of Lots 8 and 9 being also the north line of the alley north of West Morse Avenue; thence east along said north line of the alley north of West Morse Avenue to the east line of the west 10 feet of Lot 2 in said Block 30 of Rogers Park; thence north along said east line of the west 10 feet of Lot 2 in Block 30 of Rogers Park to the north line of said Lot 2, said north line of Lot 2 being also the south line of West Lunt Avenue; thence west along said south line of West Lunt Avenue to the southerly extension of the west line of the east 20 feet of Lot 16 in Block 29 of aforesaid Rogers Park; thence north along said southerly extension and the west line of the east 20 feet of Lot 16 in Block 29 of Rogers Park and along the northerly extension thereof to the south line of Lot 3 in said Block 29 of Rogers Park, said south line of Lot 3 being also the north line of the alley north of West Lunt Avenue; thence east along said north line of the alley north of West Lunt Avenue to the west line of the east 45 feet of Lot 1 in Block 29 of Rogers Park, said west line of the east 45 feet of Lot 1 in Block 29 of Rogers Park being also the east line of North Glenwood Avenue; thence south along said east line of North Glenwood Avenue to the north line of Lot 18 in Block 29 of Rogers Park; thence east along said north line of Lot 18 in Block 29 of Rogers Park to the west line of the parcel of property bearing Permanent Index Number 11-32-500-009; thence north along said west line of the parcel of property bearing Permanent Index Number 11-32-500-009 to the north line of West Greenleaf Avenue; thence east along said north line of West Greenleaf Avenue to the east line of North Glenwood Avenue as said North Glenwood Avenue is situated and opened in the east half of the northwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian; thence south along said east line of North Glenwood Avenue to the south line of Lot 20 in Wm. M. Devine's Birchwood Beach Subdivision in Rogers Park, of Block 2 of the Circuit Court Partition of the east half of the northwest quarter and the northeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said south line of Lot 20 being also the north line of the alley north of West Lunt Avenue; thence east along said north line of the alley north of West Lunt Avenue to the northerly extension of the east line of the west half of Lot 16 in said Wm. M. Devine's Birchwood Beach Subdivision in Rogers Park; thence south along said northerly extension and the east line of the west half of Lot 16 in Wm. M. Devine's Birchwood Beach Subdivision in Rogers Park to the north line of West Lunt Avenue; thence east along said north line of West Lunt Avenue to the northerly extension of the west line of the east 30 feet of Lot 3 in W. D. Preston's Subdivision of Blocks 4, 8, 9 and Lot 1 in Block 7 of Circuit Court Partition of the east half of the northwest quarter and

the northeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said west line of the east 30 feet of Lot 3 in W. D. Preston's Subdivision being also the east line of the alley east of North Glenwood Avenue; thence south along said northerly extension and the west line of the east 30 feet of Lot 3 in W. D. Preston's Subdivision to the south line of said Lot 3, said south line of Lot 3 being also the north line of the alley north of West Morse Avenue; thence east along said north line of the alley north of West Morse Avenue and along the easterly extension thereof to the westerly line of Lots 3 and 4 in D. J. Harris' Resubdivision of Lots 15 to 22, both inclusive, of W. D. Preston's Subdivision, aforesaid, said westerly line of Lots 3 and 4 being also the easterly line of the alley west of North Sheridan Road; thence southerly along said easterly line of the alley west of North Sheridan Road to the easterly extension of the north line of Lots 8, 9, 10 and 11 in Block 1 of L. E. Ingall's Subdivision of Blocks 5 and 6 of Circuit Court Partition of the east half of the northwest quarter and the northeast fractional quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said north line of Lots 8, 9, 10 and 11 being also the south line of the alley north of West Farwell Avenue; thence west along said easterly extension and the south line of the alley north of West Farwell Avenue and along the westerly extension thereof to the east line of Lot 15 in said Block 1 of L. E. Ingall's Subdivision, said east line of Lot 15 being also the west line of the alley east of North Lakewood Avenue; thence north along said west line of the alley east of North Lakewood, Avenue to the south line of Lot 17 in said Block 1 of L. E. Ingall's Subdivision; thence west along said south line of Lot 17 in Block 1 of L. E. Ingall's Subdivision and along the westerly extension thereof to the west line of North Lakewood Avenue; thence north along said west line of North Lakewood Avenue to the north line of Lot 2 in Block 2 of aforesaid L. E. Ingall's Subdivision; thence west along said north line of Lot 2 in Block 2 of L. E. Ingall's Subdivision to the west line thereof, said west line of Lot 2 being also the east line of the alley east of North Wayne Avenue; thence south along said east line of the alley east of North Wayne Avenue to the easterly extension of the south line of Lot 13 in said Block 2 of L. E. Ingall's Subdivision; thence west along said easterly extension and the south line of Lot 13 in Block 2 of L. E. Ingall's Subdivision and along the westerly extension thereof to the west line of North Wayne Avenue; thence north along said west line of North Wayne Avenue to the north line of Lot 2 in Block 3 of aforesaid L. E. Ingall's Subdivision; thence west along said north line of Lot 2 in Block 3 of L. E. Ingall's Subdivision to the west line thereof, said west line of Lot 2 being also the east line of North Glenwood Avenue as said North Glenwood Avenue is situated and opened in the east half of the northwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian; thence south along said east line of North Glenwood Avenue to the north line of Lot 1 in Block 4 of aforesaid L. E. Ingall's Subdivision, said north line of Lot 1 being also the south line of West Farwell Avenue; thence west along the westerly extension of said north line of Lot 1 in Block 4 of L. E. Ingall's Subdivision to the east line of the west half of the northwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian; thence south along said east line of the west half of the northwest quarter of Section 32 to the northeast line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence southeast along said northeast line of the Chicago, Milwaukee, St. Paul and Pacific Railroad to the south line of the northwest quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, said south line of the northwest quarter of Section 32 being also the centerline of West Pratt Avenue; thence west along said south line of the northwest quarter of Section 32 to an east line of Rogers Park, a subdivision of the northeast quarter and that part of the northwest quarter, lying east of Ridge Road, of Section 31 and also the west half of the northwest quarter of Section 32 and also all of Section 30 lying south of the Indian Boundary Line, all in Township 41 North, Range 14 East of the Third Principal Meridian, said east line being also the west line of the

parcel of property bearing Permanent Index Number 11-32-500-008; thence north along said east line of Rogers Park to the north line of Block 41 in said Rogers Park, said north line of Block 41 being also the south line of West Farwell Avenue; thence west along said south line of West Farwell Avenue to the southerly extension of the east line of Lot 17 in Block 40 of aforesaid Rogers Park, said east line of Lot 17 being also the west line of North Glenwood Avenue; thence north along said southerly extension to the north line of West Farwell Avenue; thence west along said north line of West Farwell Avenue to the west line of the east 36.75 feet of Lot 17 in said Block 40 of Rogers Park; thence north along said west line of the east 36.75 feet of Lot 17 in Block 40 of Rogers Park to a line 97.84 feet north of and parallel With the south line of said Lot 17; thence west along said line 97.84 feet north of and parallel with the south line of said Lot 17 in Block 40 of Rogers Park and along the westerly extension thereof to the east line of the west 30 feet of Lot 16 in said Block 40 of Rogers Park; thence north along said east line of the west 30 feet of Lot 16 in Block 40 of Rogers Park to the north line of said Lot 16, said north line of Lot 16 being also the south line of the alley north of West Farwell Avenue; thence west along said south line of the alley north of West Farwell Avenue to the west line of North Greenview Avenue; thence north along said west line of North Greenview Avenue to the south line of the north 92 feet of Lot 1 in Block 39 of aforesaid Rogers Park; thence west along said south line of the north 92 feet of Lot 1 in Block 39 of Rogers Park and along the westerly extension thereof to the west line of the east 12.5 feet of Lot 2 in said Block 39 of Rogers Park; thence south along said west line of the east 12.5 feet of Lot 2 in Block 39 of Rogers Park and along the southerly extension thereof to the north line of Lot 18 in said Block 39 of Rogers Park, said north line of Lot 18 being also the south line of the alley north of West Farwell Avenue; thence west along said south line of the alley north of West Farwell Avenue and along the westerly extension thereof to the east line of Lot 10 in said Block 39 of Rogers Park, said east line of Lot 10 being also the west line of the alley east of North Ashland Boulevard; thence north along said west line of the alley east of North Ashland Boulevard to the south line of the north 1.62 feet of Lot 3 in the subdivision of Lots 7, 8, 9 and the north half of Lot 10 in Block 39 of aforesaid Rogers Park; thence west along said south line of the north 1.62 feet of Lot 3 in the subdivision of Lots 7, 8, 9 and the north half of Lot 10 in Block 39 of Rogers Park to the west line of said Lot 3, said west line of Lot 3 being also the east line of North Ashland Boulevard; thence south along said east line of North Ashland Boulevard to the easterly extension of the north line of Lot 4 in Block 38 of aforesaid Rogers Park; thence west along said easterly extension and the north line of Lot 4 in Block 38 of Rogers Park to the west line thereof, said west line of Lot 4 being also the east line of the alley west of North Ashland Boulevard; thence south along said east line of the alley west of North Ashland Boulevard to the easterly extension of the north line of Lot 8 in said Block 38 of Rogers Park, said north line of Lot 8 being also the south line of the alley north of West Farwell Avenue; thence west along said easterly extension and the south line of the alley north of West Farwell Avenue to the east line of Lot 5 in the subdivision of Lots 18 to 24, both inclusive, and the vacated alley lying east of and adjoining said lots in Block 38 of Rogers Park, aforesaid; thence southerly along said east line of Lot 5 in the subdivision of Lots 18 to 24, both inclusive, and the vacated alley lying east of and adjoining said lots in Block 38 of Rogers Park and along the southerly extension thereof to the centerline of West Farwell Avenue; thence west along said centerline of West Farwell Avenue to the northerly extension of the west line of Lot 2 in the resubdivision of Lots 16 to 22, both inclusive, in Block 43 of Rogers Park, aforesaid; thence southerly along said northerly extension and the west line of Lot 2 in the resubdivision of Lots 16 to 22, both inclusive, in Block 43 of Rogers Park and along the southerly extension thereof and along the west line of Lot 4 in said resubdivision of Lots 16 to 22, both inclusive, in Block 43 of Rogers Park to the south line of said Lot 4, said south line of Lot 4 being also the

north line of West Pratt Avenue; thence east along said north line of West Pratt Avenue to the northerly extension of the west line of Lot 8 in Mann's Addition to Rogers Park, a subdivision in the east half of the southeast quarter of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, said west line of Lot 8 being also the east line of the alley east of North Clark Street; thence south along said northerly extension and the east line of the alley east of North Clark Street to the north line of West Albion Avenue; thence west along said north line of West Albion Avenue to the point of beginning at the west line of North Clark Street, all in the City of Chicago, Cook County, Illinois.

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PUBLIC HEARING ON ESTABLISHMENT OF SPECIAL SERVICE AREA NO. 68 (FORMERLY SPECIAL SERVICE AREA NO. 5).

[O2013-6437]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Committee on Finance to hold a public hearing in order to establish Special Service Area Number 68, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time, and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, On October 31, 1983, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on May 30,1984, which established an area known and designated as City of Chicago Special Service Area Number 5 and authorized the levy of an annual tax not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein to provide certain special services in and for such area for a period of 10 years (the "Initial Levy Period") in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, The Initial Levy Period expired; and

WHEREAS, On November 5, 1993, the City Council enacted an ordinance which again established a special service area known and designated as City of Chicago Special Service Area Number 5 and authorized the levy of an annual tax not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein to provide certain special services in and for such area for an additional period of 10 years (the "Second Levy Period") in addition to the services provided by and to the City of Chicago generally; and

WHEREAS, The Second Levy Period expired; and

WHEREAS, On November 5, 2003, the City Council enacted an ordinance ("Establishment Ordinance") which again established a special service area known and designated as City of Chicago Special Service Area Number 5 (the "Original Area") and authorized the levy of an annual tax not to exceed an annual rate of three percent (3%) of the equalized assessed value of the taxable property therein to provide certain special services in and for the Original Area such services for an additional period of 10 years (the "Third Levy Period") in addition to the services provided by and to the City of Chicago generally ("Original Special Services"); and

WHEREAS, The Third Levy Period has expired; and

WHEREAS, The Establishment Ordinance established the Original Area as that territory approximately bounded by properties contained from East 87th Street on the north to East 93rd Street on the south along South Commercial Avenue; East 91st Street frontage, from South Exchange Avenue on the west to South Houston Avenue on the east; South Exchange Avenue frontage, between East 91st Street and East 92nd Street; East 92nd Street frontage, from South Exchange Avenue on the west to South Harbor Avenue on the east; the east side of South South Chicago Avenue, between South Exchange Avenue and South Commercial Avenue; and South Burley Avenue frontage, between East 92nd Street and East 93rd Street; and

WHEREAS, The Original Special Services authorized in the Establishment Ordinance included real estate rehabilitation and maintenance activities; loan packaging services; management of private security and anti-gang initiatives; advertising and promotion; area maintenance and beautification including but not limited to sidewalk sweeping, snow removal and maintenance of commercial area parking lot; storefront improvement assistance; facade rebate financing; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic parking studies and planning; and

WHEREAS, The City of Chicago desires to consider the establishment of a new special service area in an area which is comprised of the Original Area and the authorization of a levy of a new special annual services tax in order to provide certain special services which are distinct from the Original Special Services; and

WHEREAS, The City Council finds that it is in the public interest that consideration be given to the establishment of an area within the City of Chicago (which is comprised of the Original Area) to be known and designated as Special Service Area Number 68 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of 15 years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the establishment of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore.

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City of Chicago at the City Council Chamber, City Hall, Chicago, Illinois (the "Hearing") to consider the establishment of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of three percent (3%) of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in tax years 2013 through and including 2027. The proposed amount of the tax levy for Special Services (as hereinafter defined) for the initial year for which taxes will be levied within the Area in tax year 2013 is $352,272. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which are herein referred to collectively as the "Special Services". The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of East 87th Street on the north to East 93rd Street on the south along South Commercial Avenue; East 91st Street frontage, from South Exchange Avenue on the west to South Houston Avenue on the east; South Exchange Avenue frontage, between East 91st Street and East 92nd Street; East 92nd Street frontage, from South Exchange Avenue on the west to South Harbor Avenue on the east;

the east side of South South Chicago Avenue, between South Exchange Avenue and South Commercial Avenue; and South Burley Avenue frontage, between East 92nd Street and East 93rd Street.

SECTION 3. Notice of the Hearing shall be published at least once, not less than 15 days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than 10 days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing

City Of Chicago Special Service Area No. 68.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of _____, 2013 at the City Council Chamber, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider the establishment of an area within the City of Chicago (which is comprised of the area formerly known as Special Service Area Number 5) to be known and designated as Special Service Area Number 68 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in tax years 2013 through and including 2027. The purpose of creating the Area shall be to provide special services within the Area, which may include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives), which will be hereinafter referred to collectively as the "Special Services".

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of three percent (3%) of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for Special Services for the initial year for which taxes will be levied within the Area in

tax year 2013 is $352,272. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code,35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of East 87th Street on the north to East 93rd Street on the south along South Commercial Avenue; East 91st Street frontage, from South Exchange Avenue on the west to South Houston Avenue on the east; South Exchange Avenue frontage, between East 91st Street and East 92nd Street; East 92nd Street frontage, from South Exchange Avenue on the west to South Harbor Avenue on the east; the east side of South South Chicago Avenue, between South Exchange Avenue and South Commercial Avenue; and South Burley Avenue frontage, between East 92nd Street and East 93rd Street.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the establishment of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Finance of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the establishment of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within 60 days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2013.

_____
City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 68.
(Formerly Special Service Area No. 5)

Legal Description:

All that part of Sections 5 and 6, in Township 37 North, Range 15 East of the Third Principal Meridian, north of the Indian Boundary Line, bounded and described as follows:

beginning at the point of intersection of the north line of East 91st Street with the west line of South Exchange Avenue; thence north along said west line of South Exchange Avenue to the westerly extension of the south line of Lot 29 in Block 53 of South Chicago, a subdivision of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line, and that part of fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15 East of the Third Principal Meridian, said south line of Lot 29 being also the north line of the alley north of East 91st Street; thence east along said westerly extension and the north line of the alley north of East 91st Street to the east line of said Lot 29 in Block 53 of South Chicago, said east line of Lot 29 being also the west line of the alley east of South Exchange Avenue; thence north along said west line of the alley east of South Exchange Avenue to the south line of East 88th Street; thence west along said south line of East 88th Street to the east line of South Exchange Avenue; thence north along said east line of South Exchange Avenue to the south line of Lot 32 in Block 10 of aforesaid South Chicago; thence east along said south line of Lot 32 in Block 10 of South Chicago to the east line of said Lot 32, said east line of Lot 32 being also the west line of the alley east of South Exchange Avenue; thence north along said west line of the alley east of South Exchange Avenue to the north line of East 87th Street; thence east along said north line of east 87th Street to the northerly extension of the west line of Lot 1 in Block 9 of aforesaid South Chicago, said west line of Lot 1 being also the east line of the alley east of South Commercial Avenue; thence south along said northerly extension and the east line of the alley east of South Commercial Avenue to the south line of Lot 17 in Block 54 of aforesaid South Chicago, said south line of Lot 17 being also the north line of the alley north of East 91st Street; thence east along said north line of the alley north of East 91st Street to the east line of South Houston Avenue; thence south along said east line of South Houston Avenue to the easterly extension of the north line of Lot 13 in

Block 70 of aforesaid South Chicago, said north line of Lot 13 being also the south line of the alley south of East 91st Street; thence west along said easterly extension and the north line of Lot 13 in Block 70 of South Chicago to the west line of said Lot 13, said west line of Lot 13 being also the east line of the alley east of South Commercial Avenue; thence south along said east line of the alley east of South Commercial Avenue to the south line of Lot 23 in said Block 70 of South Chicago, said south line of Lot 23 being also the north line of the alley north of East 92nd Street; thence east along said north line of the alley north of East 92nd Street to east line of South Houston Avenue; thence south along said east line of South Houston Avenue to the north line of Lot 35 in Block 69 of aforesaid South Chicago, said north line of Lot 35 being also the south line of the alley north of East 92nd Street; thence east along said south line of the alley north of East 92nd Street to the southerly extension of the east line of Lot 36 in said Block 69 of South Chicago; thence north along said southerly extension of the east line of Lot 36 to the westerly extension of the south line of Lot 23 in said Block 69 of South Chicago, said south line of Lot 23 being also the north line of the alley north of East 92nd Street; thence east along said north line of the alley north of east 92nd Street and along the easterly extension thereof to the east line of South Baltimore Avenue; thence south along said east line of South Baltimore Avenue to the south line of Lot 29 in Block 68 of aforesaid South Chicago, said south line of Lot 29 being also the north line of the alley north of East 92nd Street; thence east along said south line of Lot 29 in Block 68 of South Chicago and along the easterly extension thereof to the west line of Lot 48 in said Block 68 of South Chicago; thence south along said west line of Lot 48 in Block 68 of South Chicago to a line 115 feet north of and parallel with the north line of East 92nd Street, said line being also the north line of the parcel of property bearing Permanent Index Number 26-6-405-039; thence east along said north line of the property bearing Permanent Index Number 26-6-405-039 and along the north line of the property bearing Permanent Index Number 26-6-405-038 to the northwest corner of Lot 6 in the subdivision of Lots 19 to 28, both Inclusive, and part of Lot 48 in Block 68 in South Chicago; thence north along the northerly extension of the west line of said Lot 6 in the subdivision of Lots 19 to 28, both inclusive, and part of Lot 48 in Block 68 in South Chicago to the westerly extension of the south line of Lot 18 in Block 68 of South Chicago, said south line of Lot 18 being also the north line of the alley north of East 92nd Street; thence east along the north line of the alley north of East 92nd Street to the west line of South Brandon Avenue; thence north along said west line of South Brandon Avenue to the westerly extension of the south line of Lot 31 in Block 67 of aforesaid South Chicago, said south line of Lot 31 being also the north line of the alley north of East 92nd Street; thence east along said westerly extension and the north line of the alley north of East 92nd Street to the east line of South Buffalo Avenue; thence south along said east line of South Buffalo Avenue to the north line of East 92nd Street; thence east along

said north line of East 92nd Street to the southeasterly line of Lot 24 in Block 65 of aforesaid South Chicago, said southeasterly line of Lot 24 being also the northwesterly line of South Harbor Avenue; thence southerly along a straight line to the point of intersection of the southwesterly line of South Ewing Avenue with the southeasterly line of South Harbor Avenue; thence southwesterly along the southeasterly line of South Harbor Avenue to the easterly extension of the north line of Lot 1 in Block 89 of aforesaid South Chicago, said north line of Lot 1 being also the south line of East 93rd Street; thence west along said south line of East 93rd Street to the southerly extension of the west line of Lot 28 in Block 87 of aforesaid South Chicago; thence north along said southerly extension and the west line of Lot 28 in Block 87 of South Chicago and along the northerly extension thereof to the south line of Lot 34 in said Block 87 of South Chicago, said south line of Lot 34 being also the north line of the alley north of East 93rd Street; thence east along said south line of Lot 34 in Block 87 of South Chicago to the east line of said Lot 34, said east line of Lot 34 being also the west line of the alley east of South Brandon Avenue; thence north along said west line of the alley east of South Brandon Avenue to the north line of Lot 44 in said Block 87 of South Chicago, said north line of Lot 44 being also the south line of the alley south of East 92nd Street; thence west along said north line of Lot 44 in Block 87 of South Chicago and along the westerly extension thereof to the west line of South Brandon Avenue; thence north along said west line of South Brandon Avenue to the north line of Lot 6 in Block 86 of aforesaid South Chicago, said north line of Lot 6 being also the south line of the alley south of East 92nd Street; thence west along said north line of Lot 6 in Block 86 of South Chicago and along the westerly extension thereof to the southerly extension of the west line of Lot 6 in the subdivision of Lots 1 to 5, both inclusive, and 42 to 46, both inclusive, and parts of Lot 47 in Block 86 of aforesaid South Chicago; thence north along said southerly extension and the west line of Lot 6 in aforesaid subdivision to the south line of East 92nd Street; thence west along said south line of East 92nd Street to the east line of Lot 7 in said subdivision of Lots 1 to 5, both inclusive, and 42 to 46, both inclusive, and parts of Lot 47 in Block 86 of aforesaid South Chicago; thence south along said east line of Lot 7 in aforesaid subdivision and along the southerly extension thereof to the easterly extension of the north line of Lot 41 in Block 86 of aforesaid South Chicago, said north line of Lot 41 being also the south line of the alley south of East 92nd Street; thence west along said south line of the alley south of East 92nd Street to the east line of South Baltimore Avenue; thence south along said east line of South Baltimore Avenue to the easterly extension of the north line of Lot 13 in Block 85 of aforesaid South Chicago, said north line of Lot 13 being also the south line of the alley south of East 92nd Street; thence west along said easterly extension and the south line of the alley south of East 92nd Street and along the westerly extension thereof to the west line of South Houston Avenue; thence north along said west line of South Houston Avenue to the north line of Lot 6 in

Block 84 of aforesaid South Chicago, said north line of Lot 6 being also the south line of the alley south of East 92nd Street; thence west along said north line of Lot 6 in Block 84 of South Chicago to the west line thereof, said west line of Lot 6 being also the east line of the alley east of South Commercial Avenue; thence south along said east line of the alley east of South Commercial Avenue to the easterly extension of the south line of Lot 19 in said Block 84 of South Chicago; thence west along said easterly extension and the south line of Lot 19 to northeasterly line of South South Chicago Avenue; thence northwesterly along said northeasterly line of South South Chicago Avenue to the east line of Lot 17 in Block 83 of aforesaid South Chicago; thence north along said east line of Lot 17 in Block 83 of South Chicago and along the northerly extension thereof to the centerline of the vacated alley lying north of and adjoining the north line of said Lot 17; thence west along said centerline of the vacated alley lying north of and adjoining the north line of said Lot 17 in Block 83 of South Chicago to the northeasterly line of South South Chicago Avenue; thence northwesterly along said northeasterly line of South South Chicago Avenue to the west line of Lot 11 in said Block 83 of South Chicago; thence north along said west line of Lot 11 in Block 83 of South Chicago to the north line of said Lot 11, said north line of Lot 11 being also the south line of East 92nd Street; thence west along the westerly extension of said north line of Lot 11 in Block 83 of South Chicago to the southerly extension of the east line of Lot 26 in Block 72 of aforesaid South Chicago, said east line of Lot 26 being also the west line of South Exchange Avenue; thence north along said southerly extension and the east line of Lot 26 in Block 72 of South Chicago to the northeasterly line of said Lot 26, said northeasterly line of Lot 26 being also the southwesterly line of the alley northeast of South South Chicago Avenue; thence northwesterly along said southwesterly line of the alley northeast of South South Chicago Avenue to the westerly extension of the south line of Lots 10 through 14, both inclusive, in said Block 72 of South Chicago, said south line of Lots 10 through 14 being also the north line of the alley south of East 91st Street; thence east along said westerly extension and the north line of the alley south of East 91st Street to the east line of Lot 10 in said Block 72 of South Chicago; thence north along said east line of Lot 10 in Block 72 of South Chicago and along the northerly extension thereof to the north line of East 91st Street; thence east along said north line of East 91st Street to the northerly extension of the west line of Lot 4 in aforesaid Block 72 of South Chicago; thence south along said northerly extension and the west line of Lot 4 in Block 72 of South Chicago to a line 74 feet south of and parallel with the south line of East 91st Street, said parallel line being also the south line of the property bearing Permanent Index Number 26-6-40 1-038; thence east along said line 74 feet south of and parallel with the south line of East 91st Street to the west line of South Exchange Avenue; thence north along said west line of South Exchange Avenue to the point of beginning at the north line of East 91st Street, all in the City of Chicago, Cook County, Illinois.

Permanent Index Numbers:

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AMENDMENT OF REDEVELOPMENT AGREEMENT WITH ROSA PARKS, L.P. AND BICKERDIKE REDEVELOPMENT CORPORATION.

[O2013-6712]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending a redevelopment agreement concerning Rosa Parks Limited Partnership, 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, with no dissenting vote.

Alderman Edward M. Burke abstained from voting on this item pursuant to Rule 14.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 48.

Nays -- None.

Alderman Balcer 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, As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the City of Chicago (the "City") has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 27, 2002, and published at pages 79794 through 80002 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal of Proceedings*") of such date, a certain redevelopment plan and project (the "Redevelopment Plan") for the Chicago/Central Park Redevelopment Project Area (the "Redevelopment Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 27, 2002, and published at pages 80003 through 80014 of the *Journal of Proceedings* of such date, the Redevelopment Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on February 27, 2002, and published at pages 80015 through 80025 of the *Journal of Proceedings* 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, Pursuant to Section 5/11-74.4-8(b) of the Act and the TIF Ordinance, incremental taxes are deposited from time to time in the "Chicago/Central Park Redevelopment Project Area Special Tax Allocation Fund" established pursuant to the TIF Ordinance; and

WHEREAS, The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 USC Section 12701, et seq., authorizing, inter alia, the HOME Investment Partnerships Program pursuant to which the United States Department of Housing and Urban Development is authorized to make 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; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on July 9, 2008, the City, acting through its Department Housing and Economic Development ("HED"), formerly known as the Department of Housing and the Department of Planning and Development (i) entered into that certain Rosa Parks Apartment Redevelopment Agreement (the "RDA") with Rosa Parks Limited Partnership, an Illinois limited partnership (the "Partnership"), and Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation ("Bickerdike", and the Partnership shall be collectively referred to herein as the "Developer"), dated August 28, 2008 and recorded in the

Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0824145128 on August 28, 2008 providing tax increment financing ("TIF") to assist the Developer in completing the Project (as defined in the Agreement), which is located on the property described in Exhibit A attached hereto, and (ii) made a certain HOME loan to the Developer on August 28, 2008 in the principal amount of $7,152,474 (the "Loan"); and

WHEREAS, In connection with the Loan, HED and the Partnership executed a certain Housing Loan Agreement, dated August 8, 2007 and a certain Note in the principal amount of $7,152,474 in favor of the City, which is secured by, among other things, that certain Junior Mortgage, Security Agreement and Financing Statement dated August 28, 2008 and recorded on August 28, 2008 as Document Number 0824145131 in the Recorder's Office (the "City Mortgage"); and

WHEREAS, The City Mortgage is and was subordinate to that certain Mortgage dated as of August 28, 2008 made by the Partnership as mortgagor in favor of Harris N.A., now known as BMO Harris Bank N.A., as mortgagee (the "Senior Lender"), recorded on August 28, 2008 in the Recorder's Office as Document Number 0824145130, securing (i) a certain Construction Loan that would convert into a Permanent Loan (the "Construction Convertible Loan", under certain circumstances pursuant to the certain Construction Loan and Reimbursement Agreement between the Senior Lender and the Partnership, dated as of August 28, 2008 (the "Senior Loan Agreement") in the aggregate principal amount of $712,974, (ii) and a certain Harris Bank TIF Loan (the "HB TIF Loan") to bridge the receipt of the City TIF Note, as defined in the RDA (the "City TIF Note") in the aggregate principal amount of $2,778,017.47, as evidenced by the Senior Lender's HBTIF Note in the aggregate principal amount of $2,781,624 (the "HBTIF Note"); and

WHEREAS, The Partnership and the Senior Lender, with the consent of the City entered into a certain Collateral Assignment of Redevelopment Agreement (the "Collateral Assignment") on August 28, 2008 (the "Closing Date"), which collaterally assigned the RDA and the City TIF Note, when issued, to the Senior Lender as security for the HBTIF Note; and

WHEREAS, On the Closing Date, the Partnership funded an Interest Reserve Fund in the amount of $373,907 which was used to pay the accrued interest on the HBTIF Note to the Senior Lender during the construction of the Project (the "Interest Reserve Account"); and

WHEREAS, The Partnership and the Senior Lender anticipated that the Certificate of Completion, as defined in the RDA (the "Certificate of Completion"), and the City TIF Note would be issued by HED in the second quarter of 2011; and

WHEREAS, On March 1, 2012, HED issued to the Partnership the Certificate of Completion and the City TIF Note, the latter of which was assigned to the Senior Lender pursuant to the Collateral Assignment; and

WHEREAS, The delay in the issuance of the Certificate of Completion and the City TIF Note was due to the delay (i) by the Partnership in providing adequate initial verification of the

Partnership's construction compliance with the RDA and (ii) by HED in verifying the Partnership's compliance with the requirements for the issuance of the Certificate of Completion and the City TIF Note, pursuant to the RDA; and

WHEREAS, Once the funds in the Interest Reserve Account were depleted to pay the accrued monthly interest, the Partnership was obligated to make interest payments on the HBTIF Note from June 1, 2011 until the City TIF Note was issued on March 1, 2012 and collaterally assigned to the Senior Lender (the "Partnership Interest Payment Period"); and

WHEREAS, Consequently, the Partnership paid interest in the aggregate amount of $150,889 (the "Interest Payment") on the HBTIF Note during the Partnership Interest Payment Period; and

WHEREAS, The Partnership is requesting that HED reimburse the Partnership for the Interest Payment it made to the Senior Lender during the Partnership Interest Payment Period because the Partnership was harmed by the delay and it cannot otherwise recover the loss because the Senior Lender receives all proceeds from the City TIF Note that was issued and collaterally assigned to the Senior Lender on March 1, 2012; and

WHEREAS, HED is willing to reimburse the Partnership for a portion of the Interest Payment in the amount of $75,246 from Available Incremental Taxes, as defined in the RDA, and the Senior Lender is willing to consent to the amendment of the RDA, as required by the Collateral Assignment; 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 Commissioner of HED and a designee of the Commissioner of HED are each hereby authorized, subject to approval by the Corporation Counsel, to execute an amendment to the RDA, substantially in the form attached hereto as Exhibit A (the "Amendment"), and to execute such amendments, agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the Amendment.

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

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

Exhibit "A".
(To Ordinance)

Amendment To Redevelopment Agreement
With Rosa Parks Limited Partnership And
Bickerdike Redevelopment Corporation.

This Amendment (this "Amendment") is made and entered into as of the _____ day of_____, 20__ between the City of Chicago by and through its Department of Housing and Economic Development (the "City") and Rosa Parks Limited Partnership, an Illinois limited partnership (the "Partnership") and Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation ("Bickerdike", and the Partnership shall be collectively referred to herein as the "Developer"), and is consented to by BMO Harris Bank N.A., a national banking association, successor in interest to Harris N.A. (the "Senior Lender").

Recitals.

A. On August 28, 2008, the Developer and the City entered into that certain Rosa Parks Apartment Redevelopment Agreement concerning the property legally described on (Sub)Exhibit A attached hereto and dated and recorded on August 28, 2008 in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 0824145128, as authorized by the City Council of the City of Chicago on July 9, 2008 (the "RDA").

B. In connection with the Loan, HED and the Partnership executed a certain Housing Loan Agreement, dated August 8, 2007 and the Partnership executed a certain Note in the principal amount of $7,152,474 in favor of the City, which is secured by, among other things, that certain Junior Mortgage, Security Agreement and Financing Statement dated August 28, 2008 and recorded on August 28, 2008 as Document Number 0824145131 in the Recorder's Office (the "City Mortgage).

C. The City Mortgage is to that certain Mortgage dated as of August 28, 2008 made by the Partnership as mortgagor in favor of the Senior Lender, as mortgagee, recorded on August 28, 2008 in the Recorder's Office as Document Number 0824145130, securing (i) a certain Construction Loan that would convert into a Permanent Loan (the "Construction Convertible Loan"), under certain circumstances pursuant to the certain Construction Loan and Reimbursement Agreement between the Senior Lender and the Partnership, dated as of August 28, 2008 (the "Senior Loan Agreement") in the aggregate principal amount of $712,974, (ii) and a certain Harris Bank TIF Loan (the "HB TIF Loan") to bridge the receipt of the City TIF Note, as defined in the RDA (the "City TIF Note") in the aggregate principal amount of $2,778,017.47, as evidenced by the Senior Lender's HBTIF Note in the aggregate principal amount of $2,781,624 (the "HBTIF Note").

D. The Partnership and the Senior Lender, with the consent of the City entered into a certain Collateral Assignment of Redevelopment Agreement (the "Collateral Assignment") on August 28, 2008 (the "Closing Date"), which collaterally assigned the RDA and the City TIF Note, when issued, to the Senior Lender as security for the HBTIF Note.

E. On the Closing Date, the Partnership funded an Interest Reserve Fund in the amount of $373,907 which was used to pay the accrued interest on the HBTIF Note to the Senior Lender during the construction of the Project (the "Interest Reserve Account"); and

F. The Partnership and the Senior Lender anticipated that the Certificate of Completion, as defined in the RDA, and the City TIF Note would be issued by HED in the second quarter of 2011.

G. On March 1, 2012, HED issued to the Partnership the Certificate of Completion and the City TIF Note, the latter of which was assigned to the Senior Lender pursuant to the Collateral Assignment.

H. The delay in the issuance of the Certificate of Completion and the City TIF Note was due to the delay (i) by the Partnership in providing adequate initial verification of the Partnership's construction compliance with the RDA and (ii) by HED in verifying the Partnership's compliance with the requirements for the issuance of the Certificate of Completion and the City TIF Note, pursuant to the RDA.

I. Once the funds in the Interest Reserve Account were depleted to pay the accrued monthly interest, the Partnership was obligated to make interest payments on the HBTIF Note from June 1, 2011 until the City TIF Note was issued on March 1, 2012 and collaterally assigned to the Senior Lender (the "Partnership Interest Payment Period"); and

J. Consequently, the Partnership paid interest in the aggregate amount of $150,889.18 (the "Interest Payment") on the HBTIF Note during the Partnership Interest Payment Period.

K. The Partnership is requesting that HED reimburse the Partnership for the Interest Payment it made to the Senior Lender during the Partnership Interest Payment Period because the Partnership was harmed by the delay and it cannot otherwise recover the loss because the Senior Lender receives all proceeds from the City TIF Note that was issued and collaterally assigned to the Senior Lender on March 1, 2012.

L. HED is willing to reimburse the Partnership for a portion of the Interest Payment in the amount of $75,246 from Available Incremental Taxes and the Senior Lender is willing to consent to the amendment of the RDA, as required by the Collateral Assignment.

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Developer and the City agree as hereinafter set forth:

Agreements.

1. Incorporation Of Recitals.

The above recitals are incorporated herein by reference and constitute a material part hereof.

2. Capitalized Terms.

Capitalized terms used in this Amendment shall have the meanings set forth herein or, if not defined herein, shall have the meanings given in the Agreement.

3. 4.03(b) Sources Of City Funds.

The RDA is hereby amended by deleting the first paragraph of Section 4.03(b) of the RDA and inserting in lieu thereof the following:

4.03(b) Sources Of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City Funds in an amount not to exceed $3,581,870 (the "City Funds"). Of the $3,581,870, at Closing, $500,000 will be contributed by the City to Bickerdike in the form of cash. Upon receipt, Bickerdike will make a capital contribution or loan of these cash funds to the Partnership. Upon the issuance of a Certificate of Occupancy, a payment in an amount not to exceed $225,000 will be made to reimburse Bickerdike for 50 percent of the construction costs associated with the Project (the $500,000 cash contribution and the $225,000 contribution at Certificate of Occupancy are collectively referred to as the "Initial Payments"). Upon receipt, Bickerdike will also make a capital contribution or loan of these funds to the Partnership. After the issuance of the Certificate of Completion, the City will make a payment of $75,246 to the Partnership (the "Partnership Payment"). The Initial Payments and the Partnership Payment will be made from Available Incremental Taxes with respect to all property within the Redevelopment Area.

4. Full Force And Effect.

Except as amended hereby, the RDA shall remain in full force and effect, and the terms of such RDA are incorporated herein by reference, as if fully set forth herein.

6. Counterparts.

This Amendment 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.

7. Miscellaneous.

In the event of any inconsistency between the terms of this Amendment and the RDA, this Amendment shall govern and control in all instances.

In Witness Whereof, This Amendment has been signed as of the date first written above.

Rosa Parks Limited Partnership,
an Illinois limited partnership

By: BRC Affiliate, Inc., an Illinois not for-profit corporation and its sole general partner

By: _____

Its: _____

Bickerdike Redevelopment Corporation,
an Illinois not-for-profit corporation

By: _____

Its: _____

City of Chicago

By: _____
Andrew J. Mooney, Commissioner
Department of Planning
and Development

BMO Harris Bank N.A. hereby consents to this Amendment.

BMO Harris Bank N.A., a National Banking Association

By: _____

Name: _____

Title: _____

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 _____, personally known to me to be the Commissioner of the Department of Housing and Economic 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, (s)he signed and delivered the said instrument pursuant to authority, as his/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 _____, 20__.

_____
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 Rosa Parks Limited Partnership, and Illinois limited partnership (the "Partnership"), 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 Partners of the Partnership, as his/her free and voluntary act and as the free and voluntary act of the Partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2008.

_____
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 Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation ("Bickerdike"), 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 Directors of Bickerdike, as his/her free and voluntary act and as the free and voluntary act of Bickerdike, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2008.

_____
Notary Public

My commission expires:_____.

[Seal]

[(Sub)Exhibit "A" referred to in this Amendment to Redevelopment Agreement with Rosa Parks Limited Partnership and Bickerdike Redevelopment Corporation unavailable at time of printing.]

LOAN AGREEMENT AND PROVISION OF TAX INCREMENT FINANCING FUNDS FOR ROSENWALD COURTS APARTMENTS L.P. FOR DEVELOPMENT OF RESIDENTIAL BUILDING AT 4600 S. MICHIGAN AVE.

[O2013-6663]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Housing and Economic Development to enter into and execute a loan agreement with Rosenwald Courts Apartments L.P., amount of funding loan not to exceed: $58,600,000, amount of TIF note not to exceed: $25,000,000, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, by virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the City of Chicago (the "**City**") is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, as a home rule unit and pursuant to the Constitution, the City is authorized and empowered to issue multi-family housing revenue obligations for the purpose of financing the cost of the acquisition, construction, rehabilitation, development, and equipping an affordable multi-family housing facility for low- and moderate-income families located in the City ("**Multi-Family Housing Financing**"); and

WHEREAS, by this Ordinance, the City Council of the City (the "**City Council**") has determined that it is necessary and in the best interests of the City to provide Multi-Family Housing Financing and certain other funding, as provided herein, to Rosenwald Courts Apartments, LP, an Illinois limited partnership (the "**Borrower**"), the general partner of which is Rosenwald Courts GP, LLC, an Illinois limited liability company (the "**General Partner**"), the managing member of which is GB Rosenwald, LLC, an Illinois limited liability company (the "**Managing Member**"), to enable it to pay or reimburse a portion of the costs of the "residential project" (as described and defined in the following paragraph) within a building which is located at 4600 South Michigan Avenue (the "**Facility**") on certain real property (the "**Facility Property**"), and certain adjacent parcels (the "**Adjacent Property**," and together with the Facility Property, the "**Property**"), and to pay a portion of the costs of such financing; and

WHEREAS, the "residential project" consists of the acquisition, construction, rehabilitation, development, and equipping of certain portions of the Property, which will consist of approximately 239 rental units, including 225 affordable units (the "**Affordable Units**") and 14 unrestricted units (the "**Unrestricted Units**" and, together with the Affordable Units, the "**Units**"), community service facilities and related common areas within the Facility, along with 3 parking lot facilities to be constructed on a portion of the Adjacent Property to serve the residential portion of the Facility (collectively, the "**Residential Project**"); and

WHEREAS, by this Ordinance, the City Council has further determined that it is necessary and in the best interests of the City to provide certain funding, as provided herein, for a "retail project" consisting of the acquisition, construction, rehabilitation, development, and equipping of portions of the Property, which will consist of certain commercial and retail space and related common areas within the Facility, along with one parking lot facility to be constructed on a portion of the Adjacent Property to serve the retail portion of the Facility (the "**Retail Project**" and collectively with the Residential Project, the "**Project**"); and

WHEREAS, by this Ordinance, the City Council has determined that it is necessary and in the best interests of the City to enter into a funding loan agreement (the "**Funding Loan Agreement**") with Citibank, N.A., a national banking association (the "**Funding Lender**") pursuant to which the Funding Lender will advance funds in an aggregate principal amount not to exceed Fifty-Eight Million Six Hundred Thousand Dollars ($58,600,000) (the "**Funding Loan**") and the City will enter into a promissory note (the "**Note**"), to evidence the Funding Loan under the terms and conditions of this Ordinance and the Funding Loan Agreement, and the City will thereafter loan the proceeds of the Funding Loan to the Borrower (the "**Borrower Loan**") pursuant to a borrower loan agreement (the "**Borrower Loan Agreement**") between the City

and the Borrower, as evidenced by that certain Borrower promissory note (the "**Borrower Note**"), in order to finance a portion of the cost of the Residential Project in return for loan payments sufficient to pay, when due, the principal of, prepayment premium, if any, and interest on the Note; and

WHEREAS, the principal of, prepayment premium, if any, and interest payable on the Note will be secured by, among other things, a mortgage on the Residential Project and certain other related collateral (the "**Senior Mortgage**"), and by pledges and/or assignments of certain funds, personal property, and contractual rights of the Borrower and its affiliates; and

WHEREAS, the Funding Loan and the Note 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 party to the Funding Loan Agreement or holder of the Note 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, prepayment premium, if any, or interest on the Note or obligations under the Funding Loan Agreement; and

WHEREAS, in connection with the execution and delivery of the Funding Loan Agreement and the Note, the City Council has determined by this Ordinance that it is necessary and in the best interests of the City to enter into (i) the Funding Loan Agreement, providing for the security for and terms and conditions of the Funding Loan, and the Note to be entered into thereunder, (ii) the Borrower Loan Agreement providing for the loan of the proceeds of the Funding Loan to the Borrower and the use of such proceeds, (iii) one or more Tax Regulatory Agreements and/or tax certificates (each, a "**Tax Agreement**" and collectively, the "**Tax Agreements**") between the City and the Borrower, and (iv) a Land Use Restriction Agreement between the City and the Borrower (the "**Land Use Restriction Agreement**"); and

WHEREAS, the City has established the Community Development Commission (the "**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; and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 27, 2002, and published at pages 81231 through 81457 in the Journal of Proceedings of the City Council (the "**Journal**") of such date, a certain redevelopment plan and project (the "**Redevelopment Plan**") for the 47th and King Drive Redevelopment Project Area (the "**Redevelopment Area**") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "**Act**"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on March 27, 2002, and published at pages 81458 through 81465 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 "**TIF Ordinance**") adopted by the City Council on March 27, 2002, and published at pages 81466 through 81472 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 a portion of the Adjacent Property, consisting of five (5) vacant parcels of land, which are identified and legally described on ***Exhibit F*** hereto (the "**City Property**"); and

WHEREAS, the Borrower has offered to purchase the City Property for $1.00 per parcel for the construction of parking facilities to serve the Residential Project; and

WHEREAS, by Resolution No. 12-CDC-24, adopted on July 10, 2012, the Commission authorized the City's Department of Housing and Economic Development ("**HED**") to advertise its intent to negotiate the sale and redevelopment of the City Property and to request alternative proposals, and recommended that the Borrower be designated as the developer of the Project and that HED be authorized to sell the City Property to the Borrower and negotiate, execute and deliver on the City's behalf a redevelopment agreement with the Borrower for the Project if no responsive alternative proposals were received at the conclusion of the advertising period, or if alternative proposals were received, if HED determined in its sole discretion that the Borrower's proposal was the best proposal; and

WHEREAS, public notices advertising HED's intent to enter into a negotiated sale of the City Property with the Borrower and requesting alternative proposals appeared in the *Chicago Sun-Times* on July 14, 21 and 28, 2012; and

WHEREAS, no other responsive proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, by Resolution No. 12-049-21, adopted on July 19, 2012, the Chicago Plan Commission recommended the disposition of the City Property to the Borrower for parking; and

WHEREAS, the Project is necessary for the redevelopment of the Redevelopment Area; and

WHEREAS, the Borrower will undertake the Project in accordance with the Redevelopment Plan and pursuant to the terms and conditions of a proposed redevelopment agreement (the "**Redevelopment Agreement**") to be executed by the City, the Borrower, and Burton Rosenwald GP, LLC, an Illinois limited liability company (the "**Sponsor**," and together with the Borrower, the "**Developer**"), the sole member of which is The Burton Foundation, an Illinois not-for-profit corporation (the "**Foundation**"), with such Project to be financed in part by certain pledged incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Redevelopment Area (as defined in the TIF Ordinance; herein defined as the "**Fund**") pursuant to Section 5/11-74.4-8(b) of the Act ("**Incremental Taxes**"); and

WHEREAS, pursuant to an ordinance enacted by the City Council on October 31, 2012 and published in the Journal for such dates at pages 36553 through 36555, on January 28, 2013 (the "**NSP Closing Date**"), the City and the Borrower entered into a certain redevelopment agreement dated as of the Closing Date and recorded in the office of the Cook County Recorder of Deeds (the "**Recorder's Office**") on January 29, 2013 (the "**NSP Recording Date**") as Document No. 1302931068 (the "**NSP Redevelopment Agreement**"), pursuant to which the City made a loan of federal Neighborhood Stabilization Program funds to the Borrower in the principal amount of $5,000,000 (the "**NSP Acquisition Loan**") for the acquisition of the Facility Property; and

WHEREAS, the NSP Acquisition Loan is evidenced by a certain note dated as of the

NSP Closing Date (the "**NSP Note**"), in the amount of $5,000,000 executed by the Borrower in favor of the City, which is secured by: (i) a mortgage, dated as of the NSP Closing Date, executed by the Borrower in favor of the City and recorded in the Recorder's Office on the NSP Recording Date as Document No. 1302931069, and which encumbers the Facility Property (the "**NSP Mortgage**"), (ii) an assignment of rents and leases (the "**NSP Assignment of Rents**") dated as of the NSP Closing Date, executed by the Borrower in favor of the City and recorded in the Recorder's Office on the NSP Recording Date as Document No. 1302931070, and which encumbers the Facility Property, (iii) an assignment of contracts and documents, dated as of the NSP Closing Date and executed by the Borrower in favor of the City (the "**NSP Assignment of Contracts**"), and (iv) other agreements under which the City was granted a lien or security interest to secure the payment and performance by the Borrower of the NSP Note (the NSP Redevelopment Agreement, the NSP Note, the NSP Mortgage, the NSP Assignment of Rents, the NSP Assignment of Contracts and any other agreements under which the City was granted a lien or security interest to secure the payment and performance by the Borrower of the NSP Note shall be known collectively herein as the "**NSP Loan Documents**," including that certain regulatory agreement, dated as of the NSP Closing Date, executed by the City and the Borrower and recorded in the Recorder's Office on the NSP Recording Date as Document No. 1302931067, and which encumbers the Facility Property (the "**NSP Regulatory Agreement**"); and

WHEREAS, the Borrower has requested that the City restructure the NSP Acquisition Loan (the "**NSP Loan Restructuring**") in a manner which (1) will not alter the principal amount of the NSP Acquisition Loan, (2) may alter the interest rate on the principal balance of the NSP Acquisition Loan, (3) may extend the maturity date of the NSP Acquisition Loan, (4) may alter the repayment terms of the NSP Acquisition Loan, (5) will subordinate the NSP Mortgage and the NSP Assignment of Rents to the Senior Mortgage and the mortgage securing the CHA Loan (described on ***Exhibit E*** hereto), (6) will amend the NSP Loan Documents in certain other respects, including to allow, at the option of the Borrower, the master lease of the Project to an affiliate of the Borrower, and for the recordation of liens and other encumbrances against the Project to evidence and secure certain of the additional financing as shown in ***Exhibit E,*** (7) to recognize the Managing Member as the new managing member of the General Partner, and (8) may otherwise restructure the NSP Acquisition Loan, all in substantial accordance with the terms described above (the "**NSP Loan Restructuring Material Terms**") and as may otherwise be required to conform the terms of the NSP Acquisition Loan to the other transactions hereby authorized; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO, AS FOLLOWS:

Section 1. **Incorporation of Recitals**. The recitals contained in the preambles to this Ordinance are hereby incorporated into this Ordinance by this reference. All capitalized terms used in this Ordinance, unless otherwise defined herein, shall have the meanings ascribed thereto in the Funding Loan Agreement and the Redevelopment Agreement.

Section 2. **Findings and Determinations**. The City Council hereby finds and determines that the delegations of authority that are contained in this Ordinance, including the authority to make the specific determinations described herein, are necessary and desirable because the City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Authorized Officer (as defined in **Section 3**) to establish the terms of the Funding Loan

Agreement and related Note, the Borrower Loan Agreement and the Borrower Note on such terms as and to the extent such officer determines that such terms are desirable and in the best financial interest of the City. Any such designation and determination by an Authorized Officer shall be signed in writing by such Authorized Officer and filed with the City Clerk and shall remain in full force and effect for all purposes of this Ordinance unless and until revoked, such revocation to be signed in writing by an Authorized Officer and filed with the City Clerk.

Section 3. **Authorization of the Funding Loan Agreement, the Note, the Borrower Loan Agreement and Related Agreements**. Upon the approval and availability of the additional financing as shown in ***Exhibit E*** (the "**Additional Financing**), the execution and delivery of the Funding Loan Agreement and the Note in an aggregate principal amount not to exceed Fifty-Eight Million Six Hundred Thousand Dollars ($58,600,000) is hereby authorized. The Funding Loan Agreement and the Note shall contain a provision that they are executed and delivered under authority of this Ordinance. The maximum term of the Funding Loan shall not exceed 40 years from the date of execution and delivery of the Note. The Note shall bear interest at a rate or rates equal to the rate of interest on the Borrower Loan as provided in the Borrower Loan Agreement (which shall not exceed the lesser of 12% or the maximum rate of interest allowable under state law) and shall be as determined by the Authorized Officer and shall be payable on the payment dates as set forth in the Funding Loan Agreement. The Note shall be dated, shall be subject to prepayment, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Funding Loan Agreement and the Note therein and as set forth in the Funding Loan Notification. The provisions for execution, signatures, payment and prepayment, with respect to the Funding Loan Agreement and the Note shall be as set forth in the Funding Loan Agreement and the form of the Note therein.

Each of (i) the Mayor of the City (the "**Mayor**"), the (ii) 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 or any such other officer being referred to as an "**Authorized Officer**") is hereby authorized to execute by their manual or, in the case of the Note, manual or facsimile signature, and to deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are hereby authorized to attest by their manual or, in the case of the Note, manual or facsimile signature, the Funding Loan Agreement and the Note, in substantially the form attached hereto as ***Exhibit A*** and made a part hereof and hereby approved, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such officer's approval and the City Council's approval of any changes or revisions from the form of the Funding Loan Agreement and Note therein attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

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.

Each Authorized Officer is hereby authorized to act as an authorized City representative (each an "**Authorized City Representative**") of the City for the purposes provided in the Funding Loan Agreement.

An Authorized Officer is hereby authorized to execute and deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are hereby authorized to attest, the Borrower Loan Agreement in substantially the form attached hereto as ***Exhibit B***, and made a part hereof and hereby approved, with such changes therein as shall be approved by the Authorized Officer

executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the City Council's approval of any changes or revisions from the form of the Borrower Loan Agreement and the Borrower Note therein attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

An Authorized Officer is hereby authorized to execute and deliver the Land Use Restriction Agreement on behalf of the City, in substantially the form attached hereto as ***Exhibit C*** and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the City Council's approval of any changes or revisions from the form of the Land Use Restriction Agreement attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

An Authorized Officer is hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are hereby authorized to attest the Tax Agreements on behalf of the City, in substantially the forms of such documents used in previous tax-exempt Multi-Family Housing Financings (with appropriate revisions to reflect the terms and provisions of the Funding Loan Agreement and the Note and the applicable provisions of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the regulations promulgated thereunder), and with such other revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable in connection with the exclusion from gross income for federal income tax purposes of interest on the Note. The execution of the Tax Agreements by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in the Tax Agreements.

Section 4. **Security for the Funding Loan Agreement and the Note**. The obligations of the City under the Funding Loan Agreement and the Note shall be limited obligations of the City, payable solely from and/or secured by a pledge of the following security (other than certain Unassigned Rights of the City):

(a) all right, title and interest of the City in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the City from the Borrower relating to the Residential Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments derived by the City under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under the Funding Loan Agreement shall not impair or diminish the obligations of the City under the provisions of the Borrower Loan Agreement;

(b) all right, title and interest of the City in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Documents, and all other payments, revenues and receipts derived by the City under and pursuant to, and subject to the provisions of, the Funding Loan Documents;

(c) any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under the Funding Loan Agreement, subject to the provisions of the Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein; and

(d) any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of the Funding Loan Agreement as additional security by the City or anyone on its part or with its consent, or which pursuant to any of the provisions of the Borrower Loan Agreement may come into the possession or control of the Funding Lender or a receiver appointed pursuant to the Funding Loan Agreement.

In order to secure the payment of the principal of, prepayment premium, if any, and interest on the Note, such rights, proceeds and investment income are hereby pledged to the extent and for the purposes as provided in the Funding Loan Agreement and are hereby appropriated for the purposes set forth in the Funding Loan Agreement. Nothing contained in this Ordinance shall limit or restrict the subordination of the pledge of such rights, proceeds and investment income as set forth in the Funding Loan Agreement to the payment of any other obligations of the City enjoying a lien or claim on such rights, proceeds and investment income as of the date of execution and delivery of the Funding Loan Agreement and the Note, all as shall be determined by the Authorized Officer at the time of the execution and delivery of the Funding Loan Agreement and the Note. The Funding Loan Agreement shall set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Authorized Officer in connection with the execution and delivery of the Funding Loan Agreement and the Note.

Section 5. **Delivery of the Funding Loan Agreement and the Note**. It has been determined that Citibank, N.A., a national banking association, or such other funding lender as approved by the Authorized Officer, shall be the initial Funding Lender and shall hold the Funding Loan Agreement and the Note, subject to the terms and conditions of a "sophisticated investor" letter (the "Investor Letter") which shall be delivered to the City by the Funding Lender. Any subsequent Funding Lender approved by the Authorized Officer, to the extent required under the Funding Loan Agreement, may succeed the initial Funding Lender as the registered holder of all or a portion of the Funding Loan, but only if such subsequent Funding Lender executes and delivers to the City an Investor Letter, substantially in the form of the Investor Letter set forth in the Funding Loan Agreement. The aggregate costs of origination of the Funding Loan paid from the proceeds of the Funding Loan shall not exceed two percent (2%) of the aggregate principal amount of the Note.

Section 6. **Funding Loan Notification**. Subsequent to the execution and delivery of any Funding Loan Agreement and the Note, the Authorized Officer shall file in the Office of the City Clerk a Funding Loan Notification for such Funding Loan Agreement and the Note directed to the City Council setting forth (i) the aggregate original principal amount of, payment schedule, prepayment provisions for the Note, (ii) the extent of any tender rights to be granted to the holder of the Note, (iii) the interest rate on the Note, (v) the origination fee or other compensation paid to the Funding Lender in connection with the origination of the Funding Loan and issuance of the Note, (vi) any other matter authorized by this Ordinance to be determined by an Authorized Officer at the time of the execution and delivery of the Funding Loan Agreement and the Note. There shall be attached to such notification the final form of the Funding Loan Agreement, a specimen of the Note and the Borrower Loan Agreement.

Section 7. **Use of Proceeds**. The proceeds from the Funding Loan (as evidenced by the Note) shall be deposited as provided in the Funding Loan Agreement and used for the Residential Project.

Section 8. **Volume Cap.** The Funding Loan Agreement and the Note are obligations

taken into account under Section 146 of the Code in the allocation of the City's volume cap.

Section 9. **Developer Designation.** The Developer is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

Section 10. **Redevelopment Agreement.** Upon the approval and availability of the Additional Financing, the Commissioner of HED or a designee thereof (the "**Authorized HED Officer**") is 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 to carry out and comply with the provisions of such agreements, with such changes, deletions and insertions as shall be approved by the persons executing such agreements. The Redevelopment Agreement shall be in substantially the form attached hereto as ***Exhibit D*** and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized HED Officer executing the same, with such execution to constitute conclusive evidence of such officer's approval of any changes or revisions from the form of Redevelopment Agreement attached to this Ordinance.

Section 11. **Payment of Incremental Taxes.**

(a) The City Council hereby finds that the City is authorized to issue its tax increment allocation revenue obligation in an aggregate principal amount not to exceed $25,000,000 for the purpose of paying a portion of the eligible costs included within the Project.

(b) There shall be borrowed for and on behalf of the City a principal amount not to exceed $25,000,000 for the payment of a portion of the eligible redevelopment project costs (as such term is defined under the Act) included within the Project (such costs shall be known herein and in the Redevelopment Agreement as "TIF-Funded Improvements"). A note of the City in a principal amount up to $25,000,000 shall be issued and shall be designated "Tax Increment Allocation Revenue Note (47th and King Drive Redevelopment Project), Series 2013A" (the "TIF Note"). The TIF Note shall be substantially in the form attached to the Redevelopment Agreement as ***Exhibit M*** and made a part hereof, with such additions or modifications as shall be determined to be necessary by the Chief Financial Officer, at the time of issuance to reflect the purpose of the issue. The TIF Note shall be dated the date of delivery thereof, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denomination of the outstanding principal amount thereof and shall become due and payable as provided therein. The proceeds of the TIF Note are hereby appropriated for the purposes set forth in this Section 11.

The TIF Note shall mature on the later of payment in full or not to exceed twenty years from its issuance, and shall not bear interest.

The principal of the TIF Note shall be paid by check, draft or wire transfer of funds by the City Comptroller of the City, as registrar and paying agent (the "Registrar"), payable in lawful money of the United States of America to the persons in whose names the TIF Note is registered at the close of business on the payment date, in any event no later than at the close of business on the 15th day of the month immediately after the applicable payment date; provided, that the final installment of the principal and accrued but unpaid interest of the TIF Note shall be payable in lawful money of the United States of America at the principal office of the Registrar or as otherwise directed by the City on or before the maturity date.

The seal of the City shall be affixed to or a facsimile thereof printed on the TIF Note, and the TIF Note shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City, and in case any officer whose signature shall appear on the TIF Note shall cease to be such officer before the delivery of the TIF Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The TIF Note shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Registrar, as authenticating agent of the City for the TIF Note, and showing the date of authentication. The TIF Note shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the TIF Note shall be conclusive evidence that the TIF Note has been authenticated and delivered under this Ordinance.

(c) The City shall cause books (the "Register") for the registration and for the transfer of the TIF Note (to the extent such transfer is permitted under the Redevelopment Agreement) as provided in this Ordinance to be kept at the principal office of the Registrar, which is hereby constituted and appointed the registrar of the City for the TIF Note. The City is authorized to prepare, and the Registrar shall keep custody of, multiple TIF Note blanks executed by the City for use in the transfer of the TIF Note.

Upon surrender for a transfer of the TIF Note authorized under the Redevelopment Agreement at the principal office of the Registrar, duly endorsed by, or accompanied by (i) a written instrument or instruments of transfer in form satisfactory to the Registrar, (ii) an investment representation in form satisfactory to the City and duly executed by, the registered owner or his attorney duly authorized in writing, (iii) the written consent of the City evidenced by the signature of the Chief Financial Officer (or his or her designee) on the instrument of transfer, and (iv) any deliveries required under the Redevelopment Agreement, the City shall execute and the Registrar shall authenticate, date and deliver in the name of any such authorized transferee or transferees a new fully registered TIF Note of the same maturity, of authorized denomination, for the authorized principal amount of the TIF Note less previous retirements. The execution by the City of the fully registered TIF Note shall constitute full and due authorization of the TIF Note and the Registrar shall thereby be authorized to authenticate, date and deliver the TIF Note. The Registrar shall not be required to transfer or exchange the TIF Note during the period beginning at the close of business on the fifteenth day of the month immediately prior to the maturity date of the TIF Note nor to transfer or exchange the TIF Note after notice calling the TIF Note for prepayment has been made, nor during a period of five (5) days next preceding mailing of a notice of prepayment of principal of the TIF Note. No beneficial interests in the TIF Note shall be assigned, except in accordance with the procedures for transferring the TIF Note described above.

The person in whose name each TIF Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of the TIF Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the TIF Note to the extent of the sum or sums so paid.

No service charge shall be made for any transfer of the TIF Note, but the City or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the TIF Note.

(d) Subject to the limitations set forth herein, the Chief Financial Officer is authorized to determine the terms of the TIF Note and to issue the TIF Note on such terms as the Chief Financial Officer may deem to be in the best interest of the City. The principal of the TIF Note shall be subject to prepayment as provided in the form of TIF Note attached to the Redevelopment Agreement as ***Exhibit M***. As directed by the Chief Financial Officer, the Registrar shall proceed with prepayment without further notice or direction from the City.

(e) The Registrar shall note on the Debt Service Schedule attached to the TIF Note the amount of any payment of principal on the TIF Note, including the amount of any prepayment, and the amount of any reduction in principal pursuant to the Redevelopment Agreement.

(f) The TIF Note hereby authorized shall be executed as in this Ordinance and the Redevelopment Agreement provided as soon after the passage hereof as may be practicable and consistent with the terms of the Redevelopment Agreement, and thereupon, be deposited with the Authorized HED Officer, and be by said Authorized HED Officer delivered to the Sponsor.

(g) Pursuant to the TIF Ordinance, the City has created the Fund. The City Comptroller of the City is hereby directed to maintain the Fund as a segregated interest-bearing account, separate and apart from the General Fund or any other fund of the City, with a bank that is insured by the Federal Deposit Insurance Corporation or its successor. Pursuant to the TIF Ordinance, all Incremental Taxes received by the City for the Redevelopment Area are to be deposited into the Fund. There is hereby created within the Fund a special subaccount to be known as the "Rosenwald Courts Account" (the "Rosenwald Courts Account"). The City shall designate and deposit into the Rosenwald Courts Account an amount equal to the Incremental Taxes deposited into the Fund. Subject to the terms and conditions of the Redevelopment Agreement, the City shall use the Incremental Taxes to make payments with respect to the TIF Note until the TIF Note has been fully repaid. In the event that an event of default under the Redevelopment Agreement entitles the City to permanently terminate further payments of City Funds (as defined in the Redevelopment Agreement) with respect to the TIF Note, the City may in its discretion, return the amounts in the Rosenwald Courts Account established above that would otherwise be allocated to the payment of the TIF Note to the Fund of the City and the Rosenwald Courts Account shall be closed.

The City hereby assigns, pledges and dedicates the Rosenwald Courts Account, together with all amounts on deposit therein, to the payment of the principal of and interest, if any, on the TIF Note when due under the terms of the Redevelopment Agreement. Upon deposit, the moneys on deposit in the Rosenwald Courts Account may be invested as hereinafter provided. Interest and income on any such investment shall be deposited in the Rosenwald Courts Account. All moneys on deposit in the Rosenwald Courts Account shall be used to pay the principal of and interest on the TIF Note, at maturity or upon payment or redemption prior to maturity, in accordance with its terms, which payments from the Rosenwald Courts Account are hereby authorized and appropriated by the City. Upon payment of all amounts due under the TIF Note and the Redevelopment Agreement in accordance with their terms (or the termination of the City's obligation to make such payments), the amounts on deposit in the Rosenwald Courts Account, as applicable, shall be deposited in the Fund of the City and the Rosenwald Courts Account shall be closed.

Notwithstanding any of the foregoing, payments on the TIF Note will be subject to the availability of Incremental Taxes in the Rosenwald Courts Account.

(h) The TIF Note is a special limited obligation of the City, and is payable solely from amounts on deposit in the Rosenwald Courts Account and shall be a valid claim of the registered owner thereof only against said sources. The TIF Note shall not be deemed to constitute an indebtedness or a loan against the general taxing powers or credit of the City, within the meaning of any constitutional or statutory provision. The registered owner(s) of the TIF Note shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof to pay the principal of or interest on the TIF Note. The City's obligation to fully repay the TIF Note is further limited by the terms and conditions of the Redevelopment Agreement.

(i) Moneys on deposit in the Fund or the Rosenwald Courts Account, as the case may be, may be invested as allowed under Section 2-32-520 of the Municipal Code of Chicago (the "**Municipal Code**"). Each such investment shall mature on a date prior to the date on which said amounts are needed to pay the principal of or interest on the TIF Note.

(j) Pursuant to the Redevelopment Agreement, the Developer shall complete the Project. The eligible redevelopment project costs of the Project constituting TIF-Funded Improvements up to the principal amount of $25,000,000 shall be deemed to be a disbursement of the proceeds of the TIF Note. Upon issuance, the TIF Note shall have an initial principal balance equal to the Sponsor's prior expenditures for TIF-Funded Improvements up to a maximum amount of $25,000,000, as supported by a Certificate of Expenditure in accordance with the TIF Note, and subject to the reductions described in the Redevelopment Agreement. After issuance, the principal amount outstanding under the TIF Note shall be the initial principal balance of the TIF Note, minus any principal amount paid on the TIF Note and other reductions in principal as provided in the Redevelopment Agreement.

(k) The Registrar shall maintain a list of the names and address of the registered owners from time to time of the TIF Note and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor.

(l) The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the TIF Note. All covenants relating to the TIF Note are enforceable by the registered owners of the TIF Note.

(m) Notwithstanding the foregoing, the Developer may, prior to the execution of the Redevelopment Agreement, forgo issuance of the TIF Note and in lieu thereof receive not to exceed $25,000,000 in Incremental Taxes as a grant from the City to the Sponsor, in which case the Authorized HED Officer is authorized to make such changes as are necessary to the form of the Redevelopment Agreement attached as ***Exhibit D*** hereto to reflect the same.

Section 12. **NSP Loan Restructuring**. Upon the approval and availability of the Additional Financing, the Authorized HED Officer is 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 NSP Loan Restructuring. The Authorized HED Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the NSP Loan Restructuring. The Authorized HED Officer is hereby further authorized, subject to approval by the Corporation Counsel, to enter and execute such agreements and instruments and perform any and all acts as shall be necessary or advisable, and to negotiate any and all terms and provisions in connection with any future restructuring of the NSP Loan which does not substantially modify the NSP Loan Restructuring Material Terms.

Section 13. Conveyance of the City Property. The City is hereby authorized to sell and convey to the Borrower the City Property for the sum of Five Dollars ($5.00) in accordance with and subject to the terms of the Redevelopment Agreement. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy Clerk to attest, a quitclaim deed conveying to the Borrower the City Property for the consideration described therein and otherwise in accordance with and subject to the terms of the Redevelopment Agreement. The Authorized HED Officer is hereby authorized to negotiate, execute and deliver such documents as may be necessary or appropriate to implement this **Section 13**, subject to the approval of the Corporation Counsel. Such documents may contain terms and provisions that the Authorized HED Officer deems appropriate, including, without limitation, indemnification.

Section 14. Additional Authorization. Each Authorized Officer, the City Treasurer, and the Authorized HED Officer, are each hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are each hereby authorized to execute and deliver, such other documents and agreements, including, without limitation, any documents necessary to evidence the receipt or assignment of any collateral for the Funding Loan Agreement and the related Note, the Borrower Loan Agreement or the Borrower Note from the Borrower, and perform such other acts as may be necessary or desirable in connection with the City Agreements (as defined in **Section 17** hereof), including, but not limited to, the exercise following the delivery date of the City Agreements of any power or authority delegated to such official under this Ordinance with respect to the City Agreements upon original execution and delivery, but subject to any limitations on or restrictions of such power or authority as herein set forth. Notwithstanding anything contained herein (including but not limited to **Sections 3**, **10** and **12** hereof), if any portion of the Additional Financing is not approved and available at such time as the Authorized Officer and the Authorized HED Officer otherwise deem it in the best interest of the City to execute the City Agreements, then the Authorized Officer and the Authorized HED Officer may so execute the City Agreements (with such changes thereto as the Authorized Officer and the Authorized HED Officer deem necessary and advisable) and any necessary ancillary documents and may impose such conditions upon the approval and availability of such Additional Financing as they deem necessary and advisable.

Section 15. Severability. 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 16. Administrative Fee. HED is hereby authorized to charge an administrative fee or fees in connection with the delivery and administration of the Funding Loan Agreement and the Note, which shall be collected under such terms and conditions as determined by the Authorized HED Officer and which shall be in an amount as determined by the Authorized HED Officer but not to exceed the maximum amount permitted under Section 148 of the Code to avoid characterization of the Funding Loan Agreement and the Note as "arbitrage bonds" as defined in such Section 148. Such administrative fee or fees shall be used by HED for administrative expenses and other housing activities. Initially, such administrative fee or fees shall be an amount equal to (i) 1.5% of the original principal amount of the Note payable upon issuance of the Note, plus (ii) an on-going compliance fee of $25 per unit payable annually.

The City's legal reserve fee with respect to the Project, payable upon issuance of the Note from the proceeds of the Note or from funds contributed by the Borrower, shall be 0.10%

of the original principal amount of the Note. Such fee shall be used by the City to pay legal costs or other expenses in connection with the Project, the Note, or other City issuances.

Section 17. No Recourse. No recourse shall be had for the payment of the principal of, prepayment premium, if any, or interest on the Note or for any claim based thereon or upon any obligation, covenant or agreement contained in this Ordinance, the Funding Loan Agreement, the Note, the Borrower Loan Agreement, the Land Use Restriction Agreement, the Tax Agreement, or the Redevelopment Agreement (collectively, the "**City 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 City Agreements.

Section 18. No Impairment. To the extent that any ordinance, resolution, rule, order or provision of the Municipal 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 Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized hereunder or to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the rights of the holders of the Funding Loan and the Note to receive payment of the principal of, prepayment premium, if any, or interest on the Note or to impair the security for the Funding Loan Agreement and the Note; 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. Section 2-45-110 of the Municipal Code shall not apply to the Project.

Section 19. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval.

Section 20. Correction of Redevelopment Plan. Section V(G) of the Redevelopment Plan, as published on page 81270 of the Journal of March 27, 2002, is hereby corrected by changing the reference to "December 31, 2025" to "December 31, 2026."

Exhibits "A", "B", "C", "D", "E" and "F" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Funding Loan Agreement With Citibank, N.A.

This Funding Loan Agreement, dated as of _____ 1, 2013 (this "**Funding Loan Agreement**"), is entered into by **CITIBANK, N.A.** (together with any successor hereunder, the "**Funding Lender**") and **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 (together with its successors and assigns, the "**Governmental Lender**").

RECITALS

WHEREAS, the Governmental Lender has been duly created and organized pursuant to and in accordance with the provisions of Article VII, Section 6 of the 1970 Constitution of the State Illinois, for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

WHEREAS, the Governmental Lender is authorized: (a) to make loans to any person to provide financing for rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income, as determined by the Governmental Lender; (b) to incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish any required reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) to pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the payment of the principal of, prepayment premium, if any, on and interest on such indebtedness of the Governmental Lender; and

WHEREAS, Rosenwald Courts Apartments, LP, an Illinois limited partnership (the "**Borrower**"), has requested the Governmental Lender to enter into this Funding Loan Agreement under which the Funding Lender (i) will advance funds (the "**Funding Loan**") to or for the account of the Governmental Lender, and (ii) apply the proceeds of the Funding Loan to make a loan (the "**Borrower Loan**") to the Borrower to finance the acquisition, construction, rehabilitation, development, and equipping of a multifamily residential project located in the City of Chicago, Cook County, Illinois, known or to be known as Rosenwald Courts and consisting of approximately 239 rental units, including approximately 225 affordable units and approximately 14 unrestricted units, community service facilities and related common areas along with 3 parking lot facilities (collectively, the "**Project**"); and

WHEREAS, simultaneously with the delivery of this Funding Loan Agreement, the Governmental Lender and the Borrower will enter into a Borrower Loan Agreement of even date herewith (as it may be supplemented or amended, the "**Borrower Loan Agreement**"), whereby the Borrower agrees to make loan payments to the Governmental Lender in an amount which, when added to other funds available under this Funding Loan Agreement, will be sufficient to enable the Governmental Lender to repay the Funding Loan and to pay all costs and expenses related thereto when due; and

WHEREAS, to evidence its payment obligations under the Borrower Loan Agreement, the Borrower will execute and deliver to the Governmental Lender its Multifamily Note dated the Closing Date (the "**Borrower Note**") and the obligations of the Borrower under the Borrower Note will be secured by a lien on and security interest in the Project pursuant to a Multifamily Mortgage, Assignment of Rents, Security Agreement of even date herewith (the "**Security Instrument**"), made by the Borrower

in favor of the Governmental Lender, as assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan; and

WHEREAS, the Governmental Lender has executed and delivered to the Funding Lender its Multifamily Mortgage Revenue Note dated as of the Closing Date (the "**Governmental Lender Note**") evidencing its obligation to make the payments due to the Funding Lender under the Funding Loan as provided in this Funding Loan Agreement, all things necessary to make the Funding Loan Agreement the valid, binding and legal limited obligation of the Governmental Lender, have been done and performed and the execution and delivery of this Funding Loan Agreement and the execution and delivery of the Governmental Lender Note, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I
DEFINITIONS; PRINCIPLES OF CONSTRUCTION

Section 1.1. Definitions. For all purposes of this Funding Loan Agreement, except as otherwise expressly provided or unless the context otherwise clearly requires:

Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Borrower Loan Agreement.

The terms "herein, "hereof" and "hereunder" and other words of similar import refer to this Funding Loan Agreement as a whole and not to any particular Article, Section or other subdivision. The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants."

All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. Singular terms shall include the plural as well as the singular, and vice versa.

All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with the Approved Accounting Method. All references herein to "Approved Accounting Method" refer to such principles as they exist at the date of application thereof.

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

All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

References to the Governmental Lender Note as "tax-exempt" or to the "tax-exempt status" of the Governmental Lender Note are to the exclusion of interest payable on the Governmental Lender Note (other than any portion of the Governmental Lender Note held by a "substantial user" of the Project or a "related person" (within the meaning of Section 147 of the Code) thereto) from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

The following terms have the meanings set forth below:

"**Additional Borrower Payments**" shall have the meaning given such term in the Borrower Loan Agreement.

"**Affiliate**" shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person.

"**Authorized Amount**" shall mean an amount not to exceed $58,600,000, the maximum principal amount of the Funding Loan under this Funding Loan Agreement.

"**Authorized City Representative**" shall have the meaning as set forth in the Ordinance.

"**Authorized Denomination**" shall mean $100,000 principal amount and any multiple of $0.01 in excess thereof; provided, however, that the initial advance of the Funding Loan may be in an amount of $51,000 or greater.

"**Borrower**" shall mean Rosenwald Courts Apartments, LP, an Illinois limited partnership.

"**Borrower Controlling Entity**" shall mean, if the Borrower is a partnership, any general partner or managing partner of the Borrower, or if the Borrower is a limited liability company, the manager or managing member of the Borrower.

"**Borrower Loan**" shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to the Borrower Loan Agreement in the aggregate principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

"**Borrower Loan Agreement**" shall mean the Borrower Loan Agreement, of even date herewith, between the Governmental Lender and the Borrower, as supplemented, amended or replaced from time to time in accordance with its terms.

"**Borrower Loan Agreement Default**" shall mean any event of default set forth in Section 8.1 of the Borrower Loan Agreement. A Borrower Loan Agreement Default shall "exist" if a Borrower Loan Agreement Default shall have occurred and be continuing beyond any applicable notice and cure period.

"**Borrower Loan Amount**" shall mean an amount not to exceed $58,600,000.

"**Borrower Loan Documents**" shall have the meaning given such term in the Borrower Loan Agreement.

"**Borrower Note**" shall mean the "Borrower Note" as defined in the Borrower Loan Agreement.

"**Business Day**" shall mean any day other than (i) a Saturday or a Sunday, or (ii) a day on which federally insured depository institutions in New York, New York, Chicago, Illinois or the cities in which the offices of the Funding Lender are located are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

"**Closing Date**" shall mean _____, 2013, the date that initial Funding Loan proceeds are disbursed hereunder.

"**Code**" shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date,

together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"**Construction Escrow Agreement**" shall mean that certain Construction Escrow Agreement dated as of _____ 1, 2013 among the Title Company named therein, in its capacity as escrow agent, Governmental Lender, Funding Lender, certain subordinate lenders named therein, and Borrower, as such agreement may be amended, modified, supplemented and replaced from time to time.

"**Construction Funding Agreement**" shall mean that certain Construction Funding Agreement of even date herewith, between the Funding Lender, as agent for the Governmental Lender, and Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

"**Contingency Draw-Down Agreement**" shall mean the Contingency Draw-Down Agreement of even date herewith between the Funding Lender and the Borrower relating to possible conversion of the Funding Loan from a draw-down loan to a fully funded loan.

"**Control**" shall mean, with respect to any Person, either (i) ownership directly or through other entities of more than 50% of all beneficial equity interest in such Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

"**Draw-Down Notice**" shall mean a notice described in Section 1.01 of the Contingency Draw-Down Agreement regarding the conversion of the Funding Loan from a draw down loan to a fully funded loan.

"**Event of Default**" shall have the meaning ascribed thereto in Section 9.1 hereof.

"**Fitch**" shall mean Fitch, Inc.

"**Funding Lender**" shall mean Citibank N.A., a national banking association, and any successor under this Funding Loan Agreement and the Borrower Loan Documents.

"**Funding Loan Agreement**" shall mean this Funding Loan Agreement, of even date herewith, by and between the Funding Lender and the Governmental Lender, as it may from time to time be supplemented, modified or amended by one or more indentures or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

"**Funding Loan Documents**" shall mean (i) this Funding Loan Agreement, (ii) the Borrower Loan Agreement, (iii) the Regulatory Agreement, (iv) the Tax Compliance Agreement, (v) the Borrower Loan Documents, (vi) all other documents evidencing, securing, governing or otherwise pertaining to the Funding Loan, and (vii) all amendments, modifications, renewals and substitutions of any of the foregoing.

"**Government Obligations**" shall mean noncallable, nonprepayable (i) direct, general obligations of the United States of America, or (ii) any obligations unconditionally guaranteed as to the full and timely payment of all amounts due thereunder by the full faith and credit of the United States of America (including obligations held in book entry form), but specifically excluding any mutual funds or unit investment trusts invested in such obligations.

"**Governmental Lender**" shall mean 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, together with its successors and assigns.

"**Governmental Lender Note**" shall mean the Governmental Lender Note described in the recitals of this Funding Loan Agreement.

"**Highest Rating Category**" shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by each Rating Agency in the highest rating category given by that Rating Agency for that general category of security. If at any time the Governmental Lender Note is not rated (and, consequently, there is no Rating Agency), then the term "Highest Rating Category" means, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the highest rating given by that rating agency for that general category of security. By way of example, the Highest Rating Category for tax-exempt municipal debt established by S&P is "A 1+" for debt with a term of one year or less and "AAA" for a term greater than one year, with corresponding ratings by Moody's of "MIG 1" (for fixed rate) or "VMIG 1" (for variable rate) for three months or less and "Aaa" for greater than three months. If at any time (i) the Governmental Lender Note is not rated, (ii) both S&P and Moody's rate a Permitted Investment and (iii) one of those ratings is below the Highest Rating Category, then such Permitted Investment will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency. For example, a Permitted Investment rated "AAA" by S&P and "Aa3" by Moody's is rated in the Highest Rating Category. If, however, the lower rating is more than one full rating category below the Highest Rating Category of that rating agency, then the Permitted Investment will be deemed to be rated below the Highest Rating Category. For example, a Permitted Investment rated "AAA" by S&P and "A1" by Moody's is not rated in the Highest Rating Category.

"**Investor Letter**" shall mean a letter in substantially the form attached to this Funding Loan Agreement as Exhibit B, duly executed by the holder of the Governmental Lender Note and delivered to the Governmental Lender.

"**Material Funding Lender Event**" shall mean the occurrence and continuation of one or more of the following:

(a) Prior to the advancement by the Funding Lender of the entire amount of the Funding Loan, the Funding Lender fails to advance funds requisitioned by the Borrower pursuant to the Borrower Loan Agreement and the Construction Funding Agreement other than by reason of non-conformance of such requisition with the requirements of the Borrower Loan Agreement or the Construction Funding Agreement or other failure of any condition to the funding of a requisition set forth in Article [__] of the Construction Funding Agreement, AND (i) a petition has been filed and is pending against the Funding Lender under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and has not been dismissed within 60 days after such filing; (ii) the Funding Lender has filed a petition, which is pending, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or has consented to the filing of any petition against it under such law; or (iii) the Funding Lender shall have a receiver, liquidator or trustee appointed for it or for the whole or substantially all of its property. The occurrence of a Material Funding Lender Event under this subsection (a) and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or

precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings;

(b) Prior to the advancement by the Funding Lender of the entire amount of the Funding Loan (i) the Funding Loan Agreement or the Construction Funding Agreement for any reason ceases to be valid and binding on the Funding Lender or is declared to be null and void, or the validity or enforceability of any provision of the Funding Loan Agreement or the Construction Funding Agreement material to the performance by the Funding Lender of its obligations thereunder is denied by the Funding Lender or any court of applicable jurisdiction, or the Funding Lender is denying further liability or obligation under the Funding Loan Agreement or the Construction Funding Agreement, in all of the above cases contrary to the terms of the Funding Loan Agreement and the Construction Funding Agreement, in any case, in a final non-appealable judgment; (ii) the Funding Lender has rescinded, repudiated or terminated the Funding Loan Agreement or the Construction Funding Agreement; or (iii) the Funding Lender is dissolved or confiscated by action of government due to war or peace time emergency or the United States government declares a moratorium on the Funding Lender's activities; or

(c) Failure by the Funding Lender (i) to respond to a complete and compliant funding requisition properly presented by the Borrower to the Funding Lender for advancement of Loan funds pursuant to the Borrower Loan Agreement and the Construction Funding Agreement within 7 days of the receipt of such funding requisition, or (ii) to fully fund within 10 days after the Funding Lender approves a funding requisition from the Borrower to the Funding Lender and has confirmed such requisition for payment pursuant to the terms of the Borrower Loan Agreement and the Construction Funding Agreement.

"**Maturity Date**" shall mean _____, 2016.

"**Maximum Rate**" shall mean the lesser of (i) 12% per annum and (ii) the maximum interest rate that may be paid on the Funding Loan under State law.

"**Moody's**" shall mean Moody's Investors Service, Inc., or its successor.

"**Noteowner**" or "owner of the Governmental Lender Note" means the owner, or as applicable, collectively the owners, of the Governmental Lender Note as shown on the registration books maintained by the Funding Lender pursuant to Section 2.4(d).

"**Negative Arbitrage Deposit**" has the meaning set forth in the Contingency Draw-Down Agreement.

"**Ongoing Governmental Lender Fee**" shall mean the annual fee of the Governmental Lender in the amount of $_____. The Ongoing Governmental Lender Fee is payable in equal semiannual installments in advance by the Borrower to the Governmental Lender on each _____ and _____, commencing on the Closing Date, so long as any portion of the Funding Loan is outstanding.

"**Opinion of Counsel**" shall mean a written opinion from an attorney or firm of attorneys, acceptable to the Funding Lender and the Governmental Lender with experience in the matters to be covered in the opinion; provided that whenever an Opinion of Counsel is required to address the exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation, such opinion shall be provided by Tax Counsel.

"Ordinance" shall mean the Ordinance adopted by the Governmental Lender on October , 20 , authorizing the Funding Loan and the execution and delivery of the Funding Loan Documents to which Governmental Lender is a party.

"Permitted Investments" shall mean, to the extent authorized by law for investment of any moneys held under this Funding Loan Agreement:

(a) Government Obligations.

(b) Direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, any agency or instrumentality of the United States of America (other than the Federal Home Loan Mortgage Corporation) or direct obligations of the World Bank, which obligations are rated in the Highest Rating Category.

(c) Obligations, in each case rated in the Highest Rating Category, of (i) any state or territory of the United States of America, (ii) any agency, instrumentality, authority or political subdivision of a state or territory or (iii) any public benefit or municipal corporation the principal of and interest on which are guaranteed by such state or political subdivision.

(d) Any written repurchase agreement entered into with a Qualified Financial Institution whose unsecured short-term obligations are rated in the Highest Rating Category.

(e) Commercial paper rated in the Highest Rating Category.

(f) Interest bearing negotiable certificates of deposit, interest bearing time deposits, interest bearing savings accounts and bankers' acceptances, issued by a Qualified Financial Institution if either (i) the Qualified Financial Institution's unsecured short-term obligations are rated in the Highest Rating Category or (ii) such deposits, accounts or acceptances are fully collateralized by investments described in clauses (a) or (b) of this definition or fully insured by the Federal Deposit Insurance Corporation.

(g) An agreement held by the Funding Lender for the investment of moneys at a guaranteed rate with a Qualified Financial Institution whose unsecured long-term obligations are rated in the Highest Rating Category or the Second Highest Rating Category, or whose obligations are unconditionally guaranteed or insured by a Qualified Financial Institution whose unsecured long-term obligations are rated in the Highest Rating Category or Second Highest Rating Category, provided that such agreement is in a form acceptable to the Funding Lender, and provided further that such agreement includes the following restrictions:

(1) the invested funds will be available for withdrawal without penalty or premium, at any time that (A) the Funding Lender is required to pay moneys from the Fund(s) established under this Funding Loan Agreement to which the agreement is applicable, or (B) any Rating Agency indicates that it will lower or actually lowers, suspends or withdraws the ratings on the Funding Loan on account of the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement.

(2) the agreement, and if applicable the guarantee or insurance, is an unconditional and general obligation of the provider and, if applicable, the guarantor or

insurer of the agreement and rates pari passu with all other unsecured unsubordinated obligations of the provider and if applicable, the guarantor or insurer of the agreement,

(3) the Funding Lender receives an Opinion of Counsel, which may be subject to customary qualifications, that such agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and, if applicable, an Opinion of Counsel that any guaranty or insurance policy provided by a guarantor or insurer is legal, valid, binding and enforceable upon the guarantor or insurer in accordance with its terms, and

(4) the agreement provides that if during its term the rating of the Qualified Financial Institution providing guaranteeing or insuring, as applicable, the agreement, is withdrawn, suspended by any Rating Agency or falls below the Second Highest Rating Category, the provider must, within ten days, either (A) collateralize the agreement (if the agreement is not already collateralized) with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Funding Lender or a third party custodian, such collateralization to be effected in a manner and in an amount reasonably satisfactory to the Funding Lender, or, if the agreement is already collateralized, increase the collateral with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Funding Lender or a third party custodian, in an amount reasonably satisfactory to the Funding Lender (B) at the request of the Funding Lender repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium unless required by law or (C) transfer the agreement, guarantee or insurance, as applicable, to a replacement provider, guarantor or insurer, as applicable, that satisfies the requirements of a Qualified Financial Institution and whose unsecured long term obligations are then rated in the Highest Rating Category or the Second Highest Rating Category. The agreement must provide that the downgraded provider may elect which of the remedies to the downgrade (other than the remedy set out in (B)) to perform.

(k) Subject to the ratings requirements set forth in the definition, shares in any money market mutual fund (including those of the Funding Lender or any of its affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated "AAAm or "AAAm-G" or "AAAm" by S&P or "Aaa" by Moody's so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations. If approved in writing by the Funding Lender, a money market mutual fund portfolio may also contain obligations and agreements to purchase obligations described in paragraphs (b) or (c). If the Governmental Lender Note is rated by a Rating Agency, the money market mutual fund must be rated "AAAm or "AAAm-G" or "AAAm" by S&P, if S&P is a Rating Agency, or "Aaa" by Moody's, if Moody's is a Rating Agency. If at any time the Governmental Lender Note is not rated (and, consequently, there is no Rating Agency), then the money market mutual fund must be rated "AAAm-G" or "AAAm" by S&P or Aaa by Moody's. If at any time (i) the Governmental Lender Note is not rated, (ii) both S&P and Moody's rate a money market mutual fund and (iii) one of those ratings is below the level required by this paragraph, then such money market mutual fund will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency.

(l) Any other investment authorized by the laws of the State, if such investment is approved in writing by the Funding Lender.

Permitted Investments shall not include any of the following:

(1) Except for any investment described in the next sentence, any investment with a final maturity or any agreement with a term greater than one year from the date of the investment. This exception (1) shall not apply to Permitted Investments listed in paragraphs (g) and (i).

(2) Except for any obligation described in paragraph (a) or (b), any obligation with a purchase price greater or less than the par value of such obligation.

(3) Any asset backed security, including mortgage backed securities, real estate mortgage investment conduits, collateralized mortgage obligations, credit card receivable asset backed securities and auto loan asset backed securities.

(4) Any interest only or principal only stripped security.

(5) Any obligation bearing interest at an inverse floating rate.

(6) Any investment which may be prepaid or called at a price less than its purchase price prior to stated maturity.

(7) Any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index.

(8) Any investment described in paragraph (d) or (g) with, or guaranteed or insured by, a Qualified Financial Institution described in clause (iv) of the definition of Qualified Financial Institution if such institution does not agree to submit to jurisdiction, venue and service of process in the United States of America in the agreement relating to the investment.

(9) Any investment to which S&P has added an "r" or "t" highlighter.

"**Person**" shall mean any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"**Pledged Revenues**" shall mean the amounts pledged under this Funding Loan Agreement to the payment of the principal of, prepayment premium, if any, and interest on the Funding Loan and the Governmental Lender Note, consisting of the following: (i) all income, revenues, proceeds and other amounts to which the Governmental Lender is entitled (other than amounts received by the Governmental Lender with respect to the Unassigned Rights) derived from or in connection with the Project and the Funding Loan Documents, including all Borrower Loan Payments due under the Borrower Loan Agreement and the Borrower Note, payments with respect to the Borrower Loan Payments and all amounts obtained through the exercise of the remedies provided in the Funding Loan Documents and all receipts credited under the provisions of this Funding Loan Agreement against said amounts payable, and (ii) moneys held in the funds and accounts established under this Funding Loan Agreement, together with investment earnings thereon.

"**Potential Default**" shall have the meaning ascribed to that term in the Borrower Loan Agreement.

"**Prepayment Premium**" shall mean (i) any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any Prepayment Premium as set forth in the Borrower Note) and (ii) any premium payable on the Governmental Lender Note pursuant to this Funding Loan Agreement.

"**Project**" shall have the meaning given to that term in the Borrower Loan Agreement.

"**Qualified Financial Institution**" shall mean any (i) bank or trust company organized under the laws of any state of the United States of America, (ii) national banking association, (iii) savings bank, savings and loan association, or insurance company or association chartered or organized under the laws of any state of the United States of America, (iv) federal branch or agency pursuant to the International Banking Act of 1978 or any successor provisions of law or a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, (v) government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, (vi) securities dealer approved in writing by the Funding Lender the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation and (vii) other entity which is acceptable to the Funding Lender. With respect to an entity which provides an agreement held by the Funding Lender for the investment of moneys at a guaranteed rate as set out in paragraph (g) of the definition of the term "Permitted Investments" or an entity which guarantees or insures, as applicable, the agreement, a "Qualified Financial Institution" may also be a corporation or limited liability company organized under the laws of any state of the United States of America.

"**Rating Agency**" shall mean any one and each of S&P, Moody's and Fitch then rating the Governmental Lender Note or any other nationally recognized statistical rating agency then rating the Governmental Lender Note or the Securities, which has been approved by the Funding Lender.

"**Regulations**" shall mean with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

"**Regulatory Agreement**" shall mean that certain Land Use Restriction Agreement, dated as of the Closing Date, by and between the Governmental Lender and the Borrower, as hereafter amended or modified.

"**Remaining Funding Loan Proceeds Account**" has the meaning set forth in the Contingency Draw-Down Agreement.

"**Remaining Funding Loan Proceeds Account Earnings Subaccount**" has the meaning set forth in the Contingency Draw-Down Agreement.

"**Second Highest Rating Category**" shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by each Rating Agency in the second highest rating category given by that Rating Agency for that general category of security. If at any time the Governmental Lender Note is not rated (and, consequently, there is no Rating Agency), then the term "Second Highest Rating Category" means, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the second highest rating category given by that rating agency for that general category of security. By

way of example, the Second Highest Rating Category for tax exempt municipal debt established by S&P is "AA" for a term greater than one year, with corresponding ratings by Moody's of "Aa". If at any time (i) the Governmental Lender Note is not rated, (ii) both S&P and Moody's rate a Permitted Investment and (iii) one of those ratings is below the Second Highest Rating Category, then such Permitted Investment will not be deemed to be rated in the Second Highest Rating Category. For example, an Investment rated "AA" by S&P and "A" by Moody's is not rated in the Second Highest Rating Category.

"**Securities Act**" shall mean the Securities Act of 1933, as amended.

"**Security**" shall mean the security for the performance by the Governmental Lender of its obligations under the Governmental Lender Note and the Funding Loan Agreement as more fully set forth in Article IV hereof.

"**Security Instrument**" shall mean the Multifamily Mortgage, Assignment of Rents, Security Agreement (as amended, restated and/or supplemented from time to time) of even date herewith, made by the Borrower in favor of the Governmental Lender, as assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan.

"**Servicer**" shall mean any Servicer appointed by the Funding Lender to perform certain servicing functions with respect to the Funding Loan and/or the Borrower Loan pursuant to a separate servicing agreement to be entered into between the Funding Lender and the Servicer. Initially the Servicer shall be the Funding Lender pursuant to this Funding Loan Agreement.

"**Servicing Agreement**" shall mean any servicing agreement entered into between the Funding Lender and a Servicer with respect to the servicing of the Funding Loan and/or the Borrower Loan.

"**S&P**" shall mean Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business (or division), and its successors.

"**State**" shall mean the State of Illinois.

"**Tax Compliance Agreement**" shall mean the Tax Compliance Agreement, dated the Closing Date, executed and delivered by the Governmental Lender and the Borrower.

"**Tax Counsel**" shall mean, collectively, Ice Miller LLP and Shanahan & Shanahan LLP, or any other attorney or firm of attorneys designated by the Governmental Lender and approved by the Funding Lender having a national reputation for skill in connection with the authorization and issuance of municipal obligations under Sections 103 and 141 through 150 (or any successor provisions) of the Code.

"**Tax Counsel Approving Opinion**" shall mean an opinion of Tax Counsel substantially to the effect that the Governmental Lender Note constitutes a valid and binding obligation of the Governmental Lender and that, under existing statutes, regulations, published rulings and judicial decisions, the interest on the Governmental Lender Note is excludable from gross income for federal income tax purposes (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

"**Tax Counsel No Adverse Effect Opinion**" shall mean an opinion of Tax Counsel to the effect that the taking of the action specified therein will not impair the exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

"**UCC**" shall mean the Uniform Commercial Code as in effect in the State.

"Unassigned Rights" shall mean the Governmental Lender's rights to reimbursement and payment of its fees, costs and expenses and the Rebate Amount under Section 2.5 of the Borrower Loan Agreement, its right to payment of the Governmental Lender's Closing Fee, the Ongoing Fee and any other fees payable to the Governmental Lender under Section 2.5 thereof, its rights of access under Section 5.17 thereof, its rights to indemnification under Section 5.15 thereof, its rights to attorneys' fees under Section 5.14 thereof, its rights to enforce the terms of the Regulatory Agreement, including, Borrower's covenants to comply with applicable laws, its rights to give and receive notices, reports and other statements and to enforce notice and reporting requirements and restrictions on transfers of ownership of the Project and its rights to consent to certain matters, as provided in this Funding Loan Agreement and the Borrower Loan Agreement.

"Written Certificate," "Written Certification," "Written Consent," "Written Direction," "Written Notice," "Written Order," "Written Registration," "Written Request" and "Written Registration" shall mean a written certificate, direction, notice, order or registration signed by an Authorized Borrower Representative, an Authorized City Representative or an authorized representative of the Funding Lender and delivered to the Funding Lender, the Servicer or such other Person as required under the Funding Loan Documents.

"Yield" shall mean yield as defined in Section 148(h) of the Code and any regulations promulgated thereunder.

Section 1.2. **Effect of Headings and Table of Contents.** The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.3. **Date of Funding Loan Agreement.** The date of this Funding Loan Agreement is intended as and for a date for the convenient identification of this Funding Loan Agreement and is not intended to indicate that this Funding Loan Agreement was executed and delivered on said date.

Section 1.4. **Designation of Time for Performance.** Except as otherwise expressly provided herein, any reference in this Funding Loan Agreement to the time of day shall mean the time of day in the city where the Funding Lender maintains its place of business for the performance of its obligations under this Funding Loan Agreement.

Section 1.5. **Interpretation.** The parties hereto acknowledge that each of them and their respective counsel have participated in the drafting and revision of this Funding Loan Agreement. Accordingly, the parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Funding Loan Agreement or any amendment or supplement or exhibit hereto.

ARTICLE II
TERMS; GOVERNMENTAL LENDER NOTE.

Section 2.1. **Terms.**

(a) Principal Amount. The total principal amount of the Funding Loan is hereby expressly limited to the Authorized Amount.

(b) Draw-Down Funding. The Funding Loan is originated on a draw-down basis. The proceeds of the Funding Loan shall be advanced by the Funding Lender directly to the Borrower for the account of the Governmental Lender as and when needed to make each advance in accordance with the

disbursement provisions of the Borrower Loan Agreement and the Construction Funding Agreement. Upon each advance of principal under the Borrower Loan Agreement and the Construction Funding Agreement, a like amount of the Funding Loan shall be deemed concurrently and simultaneously advanced under the Funding Loan Agreement, including the initial advance of $ (at least $61,000). Notwithstanding anything to the Funding Loan Agreement to the contrary, no additional amounts of the Funding Loan may be drawn down and funded hereunder after , 2016, provided, however, that upon the delivery of a Tax Counsel No Adverse Effect Opinion to the Governmental Lender and the Funding Lender such date may be changed to a later date as specified in such Tax Counsel No Adverse Effect Opinion. The Governmental Lender has reviewed and approved the form of Contingency Draw-Down Agreement and consents to the terms thereof and agrees to take all actions reasonably required of the Governmental Lender in connection with the conversion of the Funding Loan to a fully drawn loan pursuant to the provisions of the Contingency Draw-Down Agreement in the event a Draw-Down Notice is filed by the Funding Lender or the Borrower.

(c) Origination Date; Maturity. The Funding Loan shall be originated on the Closing Date and shall mature on the Maturity Date at which time the entire principal amount, to the extent not previously paid, and all accrued and unpaid interest, shall be due and payable.

(d) Principal. The outstanding principal amount of the Governmental Lender Note on any date the Funding Loan is advanced shall be the total amount advanced by the Funding Lender to or for the account of the Governmental Lender to fund corresponding advances under the Borrower Loan Agreement and the Construction Funding Agreement as proceeds of the Borrower Loan, less any payments of principal of the Governmental Lender Note previously received upon payment of corresponding principal amounts under the Borrower Note, including regularly scheduled principal payments and voluntary and mandatory prepayments. The principal amount of the Governmental Lender Note and interest thereon shall be payable on the dates specified in this paragraph (d) and in paragraphs (e) and (f) of this Section 2.1.

The Funding Lender shall keep a record of all principal advances and principal repayments made under the Governmental Lender Note and shall, upon written request provide the Governmental Lender with a statement of the outstanding principal balance of the Governmental Lender Note and the Funding Loan.

(e) Interest. Interest shall be paid on the outstanding principal amount of the Governmental Lender Note at the rates or rates set forth in the Borrower Note and otherwise as set forth in the Borrower Loan Agreement.

(f) Corresponding Payments. The payment or prepayment of principal, interest and premium, if any, due on the Funding Loan and the Governmental Lender Note shall be identical with and shall be made on the same dates, terms and conditions, as the principal, interest, premiums, late payment fees and other amounts due on the Borrower Note. Any prepayment prepayment made by the Borrower of principal, interest, premium, if any, due on the Borrower Note shall be deemed to be like payments or prepayments of principal, interest and premium, if any, due on the Funding Loan and the Governmental Lender Note.

(g) Usury. The Governmental Lender intends to conform strictly to the usury laws applicable to this Funding Loan Agreement and the Governmental Lender Note and all agreements made in the Governmental Lender Note, this Funding Loan Agreement and the Funding Loan Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid as interest or the amounts paid for the use of money advanced or to be advanced hereunder exceed the highest lawful

rate prescribed under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Funding Lender shall ever receive anything of value deemed interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Funding Lender, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the Borrower. This paragraph shall control every other provision of the Governmental Lender Note, this Funding Loan Agreement and all other Funding Loan Documents.

In determining whether the amount of interest charged and paid might otherwise exceed the limit prescribed by law, the Governmental Lender intends and agrees that (i) interest shall be computed upon the assumption that payments under the Borrower Loan Agreement and other Funding Loan Documents will be paid according to the agreed terms, and (ii) any sums of money that are taken into account in the calculation of interest, even though paid at one time, shall be spread over the actual term of the Funding Loan.

Section 2.2. Form of Governmental Lender Note. As evidence of its obligation to repay the Funding Loan, simultaneously with the delivery of this Funding Loan Agreement to the Funding Lender, the Governmental Lender hereby agrees to execute and deliver the Governmental Lender Note. The Governmental Lender Note shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Funding Loan Agreement.

Section 2.3. Execution and Delivery of Governmental Lender Note. The Governmental Lender Note shall be executed on behalf of the Governmental Lender by the manual or facsimile signature of its Chief Financial Officer, 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. In case any officer of the Governmental Lender whose signature or facsimile signature shall appear on the Governmental Lender Note shall cease to be such officer before the Governmental Lender Note so signed and sealed shall have been actually delivered, such Governmental Lender Note may, nevertheless, be delivered as herein provided, and may be executed and delivered as if the persons who signed or sealed such Governmental Lender Note had not ceased to hold such offices or be so employed. Any Governmental Lender Note may be signed and sealed on behalf of the Governmental Lender by such persons as, at the actual time of the execution of such Governmental Lender Note, shall be duly authorized or hold the proper office in or employment by the Governmental Lender, although at the date of the Governmental Lender Note such persons may not have been so authorized nor have held such office or employment.

Section 2.4. Investor Letter; Participations; Sale and Assignment.

(a) Subject to paragraph (b) below, the Governmental Lender Note shall be held and subsequently transferred only in Authorized Denominations and only to holders that execute and deliver to the Governmental Lender an Investor Letter in substantially the form attached hereto as Exhibit B. Notwithstanding the preceding sentence, no Investor Letter shall be required for the Funding Lender to (i) transfer the Governmental Lender Note, or any interest therein, to any Affiliate or other party related to the Funding Lender or (ii) sell or transfer the Governmental Lender Note, or any interest therein, to a

special purpose entity, a trust or custodial arrangement, from which the Governmental Lender Note, or any interest therein, is not expected to be sold except in Authorized Denominations to beneficial holders who are Qualified Institutional Buyers (as defined in Rule 144A of the Securities Act) or Accredited Investors (as defined in Regulation D promulgated under the Securities Act) and who will sign an investor letter to substantially the same effect as the Investor Letter.

(b) In addition to transfers permitted by Section 2.4(a), the Governmental Lender Note, or any interest therein, may be transferred in whole or in part to one or more purchasers upon receipt by the Governmental Lender and each person making such transfer of either (i)(A) an Investor Letter in substantially the form attached hereto as Exhibit B, and (B) if any amendment is to be made to this Funding Loan Agreement or any other Funding Loan Document in conjunction with such transfer, a Tax Counsel No Adverse Effect Opinion; or (ii)(A) any disclosure document which is prepared in connection with such transfer of the Governmental Lender Note, in such form acceptable to the Governmental Lender and accompanied by an opinion of counsel in a form satisfactory to the Governmental Lender regarding the information contained in such disclosure document, (B) evidence that each such Governmental Lender Note or interest therein is rated "A" or better by one of S&P or Moody's, and (C) an opinion of Tax Counsel to the effect that (1) the exemption of the Governmental Lender Note or interest therein or any securities evidenced thereby from the registration requirements of the Securities Act of 1933, as amended, and the exemption of this Funding Loan Agreement from qualification under the Trust Indenture Act of 1939, as amended, will not be impaired as a result of such transfer, and (2) such transfer will not adversely affect the tax-exempt status of the Governmental Lender Note.

(c) The Governmental Lender Note, or any interest therein, shall be in fully-registered form transferable to subsequent holders only on the registration books which shall be maintained by the Funding Lender for such purpose and which shall be open to inspection by the Governmental Lender.

(d) No service charge shall be made for any sale or assignment of any portion of the Governmental Lender Note, but the Governmental Lender may require payment of a sum sufficient to cover any tax or other Governmental charge that may be imposed in connection with any such sale or assignment and payment of any fees and expenses incurred by the Governmental Lender in connection therewith. Such sums shall be paid in every instance by the purchaser or assignee of the Governmental Lender Note or portion thereof.

ARTICLE III
PREPAYMENT

Section 3.1. Prepayment of the Governmental Lender Note from Prepayment under the Borrower Note. The Governmental Lender Note is subject to voluntary and mandatory prepayment as follows:

(a) The Governmental Lender Note shall be subject to voluntary prepayment in full or in part by the Governmental Lender, from funds of the Governmental Lender received by the Governmental Lender to the extent and in the manner and on any date that the Borrower Note is subject to voluntary prepayment as set forth therein, at a prepayment price equal to the principal balance of the Borrower Note to be prepaid, plus interest thereon to the date of prepayment and the amount of any Prepayment Premium payable under the Borrower Note, plus any Additional Borrower Payments due and payable under the Borrower Loan Agreement through the date of prepayment.

The Borrower shall not have the right to voluntarily prepay all or any portion of the Borrower Note, thereby causing the Governmental Lender Note to be prepaid, except as specifically permitted in

the Borrower Note, without the prior written consent of Funding Lender, which may be withheld in Funding Lender's sole and absolute discretion.

The Governmental Lender Note shall be subject to mandatory prepayment in whole or in part upon prepayment of the Borrower Note at the direction of the Funding Lender in accordance with the terms of the Borrower Note at a prepayment price equal to the outstanding principal balance of the Borrower Note prepaid, plus accrued interest plus any other amounts payable under the Borrower Note or the Borrower Loan Agreement.

Section 3.2. Notice of Prepayment. Notice of prepayment of the Governmental Lender Note shall be deemed given to the extent that notice of prepayment of the Borrower Note is timely and properly given to Funding Lender in accordance with the terms of the Borrower Note and the Borrower Loan Agreement, and no separate notice of prepayment of the Governmental Lender Note is required to be given.

ARTICLE IV
SECURITY

Section 4.1. Security for the Funding Loan. To secure the payment of the Funding Loan and the Governmental Lender Note, to declare the terms and conditions on which the Funding Loan and the Governmental Lender Note are secured, and in consideration of the premises and of the funding of the Funding Loan by the Funding Lender, the Governmental Lender by these presents does grant, bargain, sell, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Funding Lender (except as limited herein), a lien on and security interest in the following described property (excepting, however, in each case, the Unassigned Rights) (said property, rights and privileges being herein collectively called, the "**Security**"):

(a) All right, title and interest of the Governmental Lender in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the Governmental Lender from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under this Funding Loan Agreement shall not impair or diminish the obligations of the Governmental Lender under the provisions of the Borrower Loan Agreement;

(b) All right, title and interest of the Governmental Lender in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Documents, and all other payments, revenues and receipts derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Funding Loan Documents;

(c) Any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under this Funding Loan Agreement and any amounts held at any time in the Remaining Funding Loan Proceeds Account and the Remaining Funding Loan Proceeds Account Earnings Subaccount, any Negative Arbitrage Deposit and any other amounts held under the Contingency Draw-Down Agreement, subject to the provisions of this Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

(d) Any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of this

Funding Loan Agreement as additional security by the Governmental Lender or anyone on its part or with its consent, or which pursuant to any of the provisions hereof or of the Borrower Loan Agreement may come into the possession or control of the Funding Lender or a receiver appointed pursuant to this Funding Loan Agreement, and the Funding Lender is hereby authorized to receive any and all such property as and for additional security for the Funding Loan and the Governmental Lender Note and to hold and apply all such property subject to the terms hereof.

The pledge and assignment of and the security interest granted in the Security pursuant to this Section 4.1 for the payment of the principal of, premium, if any, and interest on the Governmental Lender Note, in accordance with its terms and provisions, and for the payment of all other amounts due hereunder, shall attach and be valid and binding from and after the time of the delivery of the Governmental Lender Note by the Governmental Lender. The Security so pledged and thereafter received by the Funding Lender shall immediately be subject to the lien of such pledge and security interest without any physical delivery or recording thereof or further act, and the lien of such pledge and security interest shall be valid and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the Governmental Lender irrespective of whether such parties have notice thereof.

Section 4.2. **Delivery of Security.** To provide security for the payment of the Funding Loan and the Governmental Lender Note, the Governmental Lender has pledged and assigned to secure payment of the Funding Loan and the Governmental Lender Note its right, title and interest in the Security to the Funding Lender. In connection with such pledge, assignment, transfer and conveyance, the Governmental Lender shall deliver to the Funding Lender the following documents or instruments promptly following the execution and, to the extent applicable their recording or filing:

(a) The Borrower Note endorsed without recourse to the Funding Lender by the Governmental Lender;

(b) The originally executed Borrower Loan Agreement and Regulatory Agreement;

(c) The originally executed Security Instrument and all other Borrower Loan Documents existing at the time of delivery of the Borrower Note and an assignment for security of the Security Instrument from the Governmental Lender to the Funding Lender in recordable form;

(d) Uniform Commercial Code financing statements or other chattel security documents giving notice of the Funding Lender's status as an assignee of the Governmental Lender's security interest in any personal property forming part of the Project, in form suitable for filing; and

(e) Uniform Commercial Code financing statements giving notice of the pledge by the Governmental Lender of the Security pledged under this Funding Loan Agreement.

The Governmental Lender shall deliver and deposit with the Funding Lender such additional documents, financing statements, and instruments as the Funding Lender may reasonably require from time to time for the better perfecting and assuring to the Funding Lender of its lien and security interest in and to the Security including, at the request of the Funding Lender, any amounts held under the Contingency Draw Down Agreement, at the expense of the Borrower.

ARTICLE V
LIMITED LIABILITY

Section 5.1. Source of Payment of Governmental Lender Note and Other Obligations; Disclaimer of General Liability. The Governmental Lender Note, together with premium, if any, and interest thereon, is a special, limited obligation of the Governmental Lender, payable solely from the security pledged hereunder. The Governmental Lender Note is not a general obligation of the Governmental Lender or a charge against the general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender and or the Governmental Lender. The State or any other political subdivision thereof shall be liable for the payment of principal of and, premium, if any, and interest on the Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but is a special, limited obligation of the Governmental Lender, payable solely out of the security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement. No holder of the Governmental Lender Note or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

Section 5.2. Exempt from Individual Liability. No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Governmental Lender Note or for any claim based thereon or any obligation, covenant or agreement in this Funding Loan Agreement against any official, officer, agent, employee or independent contractor of the Governmental Lender or any person executing the Governmental Lender Note in his or her personal capacity. No covenant, stipulation, promise, agreement or obligation contained in the Governmental Lender Note, this Funding Loan Agreement 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 Governmental Lender in his or her individual capacity and neither any official of the Governmental Lender nor any officers executing the Governmental Lender Note shall be liable personally on the Governmental Lender Note or under this Funding Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of the Governmental Lender Note or the execution of this Funding Loan Agreement.

ARTICLE VI
CLOSING CONDITIONS; APPLICATION OF FUNDS

Section 6.1. Conditions Precedent to Closing. Closing of the Funding Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Funding Lender in its sole discretion of each of the conditions precedent to closing set forth in this Funding Loan Agreement, including but not limited to the following:

(a) Receipt by the Funding Lender of the original Governmental Lender Note.

(b) Receipt by the Funding Lender of the original executed Borrower Note, endorsed to the Funding Lender by the Governmental Lender.

(c) Receipt by the Funding Lender of executed counterparts of this Funding Loan Agreement, the Borrower Loan Agreement, the Construction Funding Agreement, the Regulatory Agreement, the Tax Compliance Agreement, the Security Instrument, and any UCC financing statement required by the Security Instrument.

(d) A certified copy of the Ordinance.

(e) An executed Investor Letter from the Funding Lender.

(f) Delivery into escrow of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit, in accordance with Section 3.1(c)(i) of the Borrower Loan Agreement.

(g) Receipt by the Funding Lender of a Tax Counsel Approving Opinion.

(h) Receipt by the Funding Lender of an Opinion of Counsel from Tax Counsel to the effect that the Governmental Lender Notes are exempt from registration under the Securities Act of 1933, and this Funding Loan Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(i) Delivery of an opinion of counsel to the Borrower addressed to the Governmental Lender to the effect that the Borrower Loan Documents and the Regulatory Agreement are valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, subject to such exceptions and qualifications as are acceptable to the Governmental Lender,

(j) [Receipt by the Funding Lender of executed Subordinate Loan Documents,] and

(k) Receipt by the Funding Lender of any other documents or opinions that the Funding Lender or Tax Counsel may require.

ARTICLE VII
FUNDS AND ACCOUNTS

Section 7.1 Authorization to Create Funds and Accounts. No funds or accounts will be established in connection with the Funding Loan at the time of delivery and origination of the Funding Loan. The Funding Lender and the Servicer, if any, are authorized to establish and create from time to time such other funds and accounts or subaccounts as may be necessary for the deposit of moneys (including, without limitation, insurance proceeds and/or condemnation awards), if any, received by the Governmental Lender, the Funding Lender or the Servicer pursuant to the terms hereof or any of the other Funding Loan Documents and not immediately transferred or disbursed pursuant to the terms of the Funding Loan Documents and/or the Borrower Loan Documents.

Section 7.2. Investment of Funds. Amounts held in any funds or accounts created under this Funding Loan Agreement shall be invested in Permitted Investments at the direction of the Borrower, subject in all cases to the restrictions of Section 8.7 hereof and of the Tax Compliance Agreement.

ARTICLE VIII
REPRESENTATIONS AND COVENANTS

Section 8.1. General Representations. The Governmental Lender makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Governmental Lender is a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State. The Governmental Lender has power and lawful authority to adopt the Ordinance, to execute and deliver the Funding Loan

Documents to which it is a party (the "Governmental Lender Documents"), to execute and deliver the Governmental Lender Note and receive the proceeds of the Funding Loan, to apply the proceeds of the Funding Loan to make the Borrower Loan, to assign the revenues derived and to be derived by the Governmental Lender from the Borrower Loan to the Funding Lender, and to perform and observe the provisions of the Governmental Lender Documents and the Governmental Lender Note on its part to be performed and observed.

(b) The City Council of the Governmental Lender has approved the Ordinance and the Ordinance has not been amended, modified or rescinded and is in full force and effect as of the date hereof.

(c) The Governmental Lender has duly authorized the execution and delivery of each of the Funding Loan Agreement and the Governmental Lender Note and the performance of the obligations of the Governmental Lender thereunder.

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

(e) The revenues and receipts to be derived from the Borrower Loan Agreement, the Borrower Note and this Funding Loan Agreement have not been pledged previously by the Governmental Lender to secure any of its notes or bonds other than the repayment of the Funding Loan.

THE GOVERNMENTAL LENDER MAKES NO REPRESENTATION, COVENANT OR AGREEMENT AS TO THE FINANCIAL POSITION OR BUSINESS CONDITION OF THE BORROWER OR THE PROJECT AND DOES NOT REPRESENT OR WARRANT AS TO ANY STATEMENTS, MATERIALS, REPRESENTATIONS OR CERTIFICATIONS FURNISHED BY THE BORROWER IN CONNECTION WITH THE FUNDING LOAN OR THE BORROWER LOAN OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY THEREOF.

Section 8.2. Further Assurances. The Governmental Lender will do, execute, acknowledge, when appropriate, and deliver from time to time at the request of the Funding Lender, to the extent permitted by the Ordinance, such further acts, instruments, financing statements and other documents as are necessary or desirable to better assure, transfer, pledge or assign to the Funding Lender or holders of interest in the Funding Loan, and grant a security interest unto the Funding Lender or holders of interests in the Funding Loan in and to the Security and the other properties and revenues herein described and otherwise to carry out the intent and purpose of the Funding Loan Documents and the Funding Loan.

Section 8.3. Payment of Funding Loan Obligations. The Governmental Lender will pay or cause to be paid the principal of, prepayment premium, if any, and the interest on the Funding Loan as the same become due, but solely from the Security.

Section 8.4. Funding Loan Agreement Performance. The Funding Lender, on behalf of the Governmental Lender, may (but shall not be required or obligated) perform and observe any such agreement or covenant of the Governmental Lender under the Funding Loan Agreement, all to the end that the Governmental Lender's rights under the Borrower Loan Agreement may be unimpaired and free from default.

Section 8.5. Servicer. The Funding Lender may appoint a Servicer to service and administer the Governmental Loan and the Borrower Loan on behalf of the Funding Lender, including without

limitation the fulfillment of rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to Section 2.1 of the Borrower Loan Agreement; provided, however, that no appointment of a Servicer shall release the Funding Lender from ultimate responsibility for any obligation hereunder.

Section 8.6. Tax Covenants. The Governmental Lender covenants to and for the benefit of the Funding Lender and any other holders of an interest in the Governmental Lender Note that, notwithstanding any other provisions of this Funding Loan Agreement or of any other instrument, it will:

(i) At all times do and perform all acts and things permitted by law and this Funding Loan Agreement which are necessary or desirable in order to assure, and will not knowingly take any action which will adversely affect, the tax-exempt status of the Governmental Lender Note; and

(ii) Not use or knowingly permit the use of any proceeds of the Funding Loan or other funds of the Governmental Lender, 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 Governmental Lender Note being treated as an obligation not described in Section 142(a)(7) of the Code by reason of the Governmental Lender Note or interest thereon not meeting the requirements of Section 142(d) of the Code;

In furtherance of the covenants in this Section 8.6, the Governmental Lender and the Borrower shall execute, deliver and comply with the provisions of the Tax Compliance Agreement, which are by this reference incorporated into this Funding Loan Agreement and made a part of this Funding Loan Agreement as if set forth in this Funding Loan Agreement in full, and by its acceptance of this Funding Loan Agreement the Funding Lender acknowledges receipt of the Tax Compliance Agreement and acknowledges its incorporation in this Funding Loan Agreement by this reference. The Funding Lender agrees it will invest funds held under this Funding Loan Agreement in Permitted Investments in accordance with the direction of the Borrower and the terms of this Funding Loan Agreement and the Tax Compliance Agreement (this covenant shall extend throughout the term of the Funding Loan, to all funds and accounts created under or in connection with this Funding Loan Agreement and all moneys on deposit to the credit of any Fund or Account); provided that the Funding Lender shall be deemed to have complied with such requirements and shall have no liability to the extent it reasonably follows directions of the Borrower not inconsistent with the terms of this Funding Loan Agreement and the Tax Compliance Agreement or otherwise complies with the provisions of the Funding Loan Agreement relating to funds and accounts.

For purposes of this Section 8.6 the Governmental Lender's compliance shall be based solely on matters within the Governmental Lender's control and no acts, omissions or directions of the Borrower, the Funding Lender or any other Persons shall be attributed to the Governmental Lender.

In complying with the foregoing covenants, the Governmental Lender may rely from time to time on a Tax Counsel No Adverse Effect Opinion or other appropriate opinion of Tax Counsel.

Section 8.7. Performance by the Borrower. Without relieving the Governmental Lender from the responsibility for performance and observance of the agreements and covenants required to be performed and observed by it hereunder, the Borrower, on behalf of the Governmental Lender, may perform any such agreement or covenant if no Borrower Loan Agreement Default or Potential Default under the Borrower Loan Agreement exists.

Section 8.8. Repayment of Funding Loan. Subject to the provisions of Article V hereof, the Governmental Lender will duly and punctually repay, or cause to be repaid, but solely from the Security set forth in Article IV hereof, the Funding Loan, as evidenced by the Governmental Lender Note, as and when the same shall become due, all in accordance with the terms of the Governmental Lender Note and this Funding Loan Agreement.

Section 8.9. Borrower Loan Agreement Performance.

(a) The Servicer and the Funding Lender, on behalf of the Governmental Lender, may but shall not be required or obligated to perform and observe any such agreement or covenant of the Governmental Lender under the Borrower Loan Agreement, all to the end that the Governmental Lender's rights under the Borrower Loan Agreement may be maintained and free from default.

(b) The Governmental Lender will promptly notify the Borrower, the Servicer and the Funding Lender in writing of the occurrence of any Borrower Loan Agreement Default; provided that the Governmental Lender has received written notice or otherwise has actual knowledge of such event, and further provided that the Governmental Lender shall have no liability to any person for its failure to provide any such notice so long as it has made a good faith effort to comply with such provisions.

(c) The Funding Lender will promptly notify the Borrower, the Servicer, if any, and the Governmental Lender in writing of the occurrence of any Event of Default or any Borrower Loan Agreement Default known to the Funding Lender.

Section 8.10. Maintenance of Records; Inspection of Records.

(a) The Funding Lender shall keep and maintain adequate records pertaining to the funds and accounts, if any, established hereunder, including all deposits to and disbursements from said funds and accounts and shall keep and maintain the registration books for the Funding Loan and interests thereon. The Funding Lender shall retain in its possession all certifications and other documents presented to it, all such records and all records of principal, interest and prepayment premium, if any, paid on the Funding Loan, subject to the inspection of the Borrower, the Governmental Lender, the Servicer and their representatives at all reasonable times and upon reasonable prior notice.

(b) The Governmental Lender will at any and all times, upon the reasonable request of the Servicer, the Borrower or the Funding Lender, afford and procure a reasonable opportunity by their respective agents and employees to inspect the books, records, reports and other papers of the Governmental Lender relating to the Project and the Funding Loan, if any, and to make copies thereof.

Section 8.11. Representations and Warranties of the Funding Lender. The Funding Lender hereby represents to the Governmental Lender and the Borrower that it is duly authorized to enter into and perform this Funding Loan Agreement, and has full authority to take such actions as it may deem advisable with respect to all matters pertaining to this Funding Loan Agreement.

Section 8.12. Funding Lender Limitations. Notwithstanding anything herein or in the Borrower Loan Agreement to the contrary, prior to the advancement by the Funding Lender of all advances of loan funds hereunder (and, by virtue hereof, under the Borrower Loan Agreement and the Construction Funding Agreement), and only prior to such final advancement of all loan funds hereunder, no notice to or consent of the Funding Lender shall be required under any provision of this Funding Loan Agreement or the Borrower Loan Agreement nor shall the Funding Lender have any right to receive notice of, consent to, direct or control any actions, restrictions, rights, remedies, waivers or acceleration

pursuant to any provision of this Funding Loan Agreement or the Borrower Loan Agreement during any time that (a) any Material Funding Lender Event shall have occurred and be continuing; or (b) the Funding Loan Agreement and the Construction Funding Agreement are not in effect and all obligations of the Governmental Lender and the Borrower, including payment obligations, pursuant to the Funding Loan Agreement, Governmental Lender Note, Borrower Loan Agreement and Borrower Note have been fully satisfied.

ARTICLE IX
DEFAULT; REMEDIES

Section 9.1. Events of Default. Any one or more of the following shall constitute an event of default (an "**Event of Default**") under this Funding Loan Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or Governmental body):

(a) A default in the payment of any interest upon the Governmental Lender Note when such interest becomes due and payable; or

(b) A default in the payment of principal of, or premium on, the Governmental Lender Note when such principal or premium becomes due and payable, whether at its stated maturity, by declaration of acceleration or call for mandatory prepayment or otherwise; or

(c) Subject to Section 8.7 hereof, default in the performance or breach of any material covenant or warranty of the Governmental Lender in this Funding Loan Agreement (other than a covenant or warranty or default in the performance or breach of which is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 30 days after there has been given written notice, as provided in Section 11.1 hereof, to the Governmental Lender and the Borrower by the Funding Lender or the Servicer, specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" under this Funding Loan Agreement; provided that, so long as the Governmental Lender has commenced to cure such failure to observe or perform within the thirty (30) day cure period and the subject matter of the default is not capable of cure within said thirty (30) day period and the Governmental Lender is diligently pursuing such cure to the Funding Lender's satisfaction, with the Funding Lender's Written Direction or Written Consent, then the Governmental Lender shall have an additional period of time as reasonably necessary (not to exceed 30 days unless extended in writing by the Funding Lender) within which to cure such default; or

(d) A default in the payment of any Additional Borrower Payments; or

(e) Any other "Default" or "Event of Default" under any of the other Funding Loan Documents (taking into account any applicable grace periods therein).

Section 9.2. Acceleration of Maturity; Rescission and Annulment.

(a) Subject to the provisions of Section 9.9 hereof, upon the occurrence of an Event of Default under Section 9.1 hereof, then and in every such case, the Funding Lender may declare the principal of the Funding Loan and the Governmental Lender Note and the interest accrued to be immediately due and payable, by notice to the Governmental Lender and the Borrower and upon any such declaration, all principal of and Prepayment Premium, if any, and interest on the Funding Loan and the Governmental Lender Note shall become immediately due and payable.

(b) At any time after a declaration of acceleration has been made pursuant to subsection (a) of this Section, the Funding Lender may by Written Notice to the Governmental Lender, rescind and annul such declaration and its consequences if:

There has been deposited with the Funding Lender a sum sufficient to pay: (1) all overdue installments of interest on the Governmental Lender Note; (2) the principal of and Prepayment Premium on the Governmental Lender Note that has become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in the Funding Loan; (3) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Governmental Lender Note; and (4) all sums paid or advanced by the Funding Lender and the reasonable compensation, expenses, disbursements and advances of the Funding Lender, its agents and counsel, but only to the extent not duplicative with subclauses (1) and (3) above; and

All Events of Default, other than the non-payment of the principal of the Governmental Lender Note which have become due solely by such declaration of acceleration, have been cured or have been waived in writing, as provided in Section 9.9 hereof.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereto.

Notwithstanding the occurrence and continuation of an Event of Default, it is understood that the Funding Lender shall pursue no remedies against the Borrower or the Project or the Borrower Loan Agreement Default has occurred and is continuing. An Event of Default hereunder shall not in and of itself constitute a Borrower Loan Agreement Default or a default under any other Financing Document.

Section 9.5. **Additional Remedies; Funding Lender Enforcement.**

(a) Upon the occurrence of an Event of Default, the Funding Lender may, subject to the provisions of this Section 9.5 and Section 9.6 hereof, proceed to protect and enforce its rights by mandamus or other suit, action or proceeding at law or in equity. No remedy conferred by this Funding Loan Agreement upon or reserved to the Funding Lender is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the Funding Lender hereunder or now or hereafter existing at law or in equity or by statute.

(b) Upon the occurrence and continuation of any Event of Default, the Funding Lender may proceed forthwith to protect and enforce its rights and this Funding Loan Agreement by such suits, actions or proceedings as the Funding Lender, in its sole discretion, shall deem expedient. Funding Lender shall have upon the occurrence and continuation of any Event of Default all rights, powers, and remedies with respect to the Security as are available under the Uniform Commercial Code applicable thereto or as are available under any other applicable law at the time in effect and, without limiting the generality of the foregoing, the Funding Lender may proceed at law or in equity or otherwise, to the extent permitted by applicable law:

(1) to take possession of the Security or any part thereof, with or without legal process, and to hold, service, administer and enforce any rights thereunder or thereto, and otherwise exercise all rights of ownership thereof, including (but not limited to) the sale of all or part of the Security.

(iv) to become mortgagee of record for the Borrower Loan including, without limitation, completing the assignment of the Security Instrument by the Governmental Lender to the Funding Lender as anticipated by the Funding Loan Agreement, and recording the same in the real estate records of the jurisdiction in which the Project is located, without further act or consent of the Governmental Lender, and to service and administer the same for its own account;

(v) to service and administer the Funding Loan as agent and on behalf of the Governmental Lender or otherwise, and if applicable to take such actions necessary to enforce the Borrower Loan Documents and the Funding Loan Documents on its own behalf, and to take such alternative courses of action as it may deem appropriate;

(vi) to take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents, or the Borrower Loan Documents, or in aid of the execution of any power herein granted, or for foreclosure hereunder, or for enforcement of any other appropriate legal or equitable remedy or otherwise as the Funding Lender may elect.

Whether or not an Event of Default has occurred and except as provided in Section 9.15, the Funding Lender in its sole discretion, shall have the sole right to waive or forbear any term, condition, covenant or agreement of the Security Instrument, the Borrower Loan Agreement, the Borrower Note or any other Borrower Loan Documents or Funding Loan Documents applicable to the Borrower, or any breach thereof, other than a covenant that would adversely impact the tax exempt status of the interest on the Governmental Lender Note and provided that the Governmental Lender may enforce specific performance with respect to the Unassigned Rights.

If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in the Regulatory Agreement, and if such default remains uncured for a period of 60 days after the Borrower and the Funding Lender receive Written Notice stating that a default under the Regulatory Agreement has occurred and specifying the nature of the default, the Funding Lender shall have the right to seek specific performance of the provisions of the Regulatory Agreement or to exercise its other rights or remedies thereunder.

If the Borrower defaults in the performance of its obligations under the Borrower Loan Agreement to make rebate payments, to comply with any applicable continuing disclosure requirements, or to make payments owed pursuant to Sections 2.9, 5.13 or 5.15 of the Borrower Loan Agreement for fees, expenses or indemnification, the Funding Lender shall have the right to exercise all its rights and remedies thereunder (subject to the last paragraph of Section 9.14 hereof).

Section 9.4. Application of Money Collected. Any money collected by the Funding Lender pursuant to this Article and any other sums then held by the Funding Lender as part of the Security, shall be applied in the following order, at the date or dates fixed by the Funding Lender:

(a) First: To the payment of any and all fees due the Governmental Lender, the Servicer or the Rebate Analyst under the Borrower Loan Documents.

(b) Second: To the payment of any and all amounts due under the Funding Loan Documents other than with respect to principal and interest accrued on the Funding Loan.

(c) Third: To the payment of the whole amount of the Funding Loan as evidenced by the Governmental Lender Note, then due and unpaid in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected or a sum sufficient therefor has been so collected and payment thereof is legally enforceable) at the respective rate or rates prescribed therefor in the Governmental Lender Note) on overdue principal of, and Prepayment Premium and overdue installments of interest on, the Governmental Lender Note; provided, however, that partial interests in any portion of the Governmental Lender Note shall be paid in such order of priority as may be prescribed by Written Direction of the Funding Lender in its sole and absolute discretion; and

(d) Fourth: To the payment of the remainder, if any, to the Borrower or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(e) If and to the extent this Section 9.4 conflicts with the provisions of the Servicing Agreement, the provisions of the Servicing Agreement shall control. Capitalized terms used in this Section 9.4 but not otherwise defined in this Funding Loan Agreement shall have the meanings given such terms in the Servicing Agreement.

Section 9.5. Remedies Vested in Funding Lender. All rights of action and claims under this Funding Loan Agreement or the Governmental Lender Note may be prosecuted and enforced by the Funding Lender without the possession of the Governmental Lender Note or the production thereof in any proceeding relating thereto.

Section 9.6. Restoration of Positions. If Funding Lender shall have instituted any proceeding to enforce any right or remedy under this Funding Loan Agreement and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Funding Lender, then and in every such case the Governmental Lender and the Funding Lender shall, subject to any determination in such proceeding, be restored to their former positions hereunder and thereafter all rights and remedies of the Governmental Lender and the Funding Lender shall continue as though no such proceeding had been instituted.

Section 9.7. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Funding Lender is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 9.8. Delay or Omission Not Waiver. No delay or omission of the Funding Lender to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Funding Lender may be exercised from time to time, and as often as may be deemed expedient, by Funding Lender. No waiver of any default or Event of Default pursuant to Section 9.9 hereof shall extend to or shall affect any subsequent default or Event of Default hereunder or shall impair any rights or remedies consequent thereto.

Section 9.9. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Funding Lender, the Funding Lender may, subject to Section 9.6 hereof, by Written Notice to the Governmental Lender and the Borrower, waive any past default hereunder or under the Borrower Loan Agreement and its consequences except for default in obligations due the Governmental Lender pursuant hereto or under the Unassigned Rights. Upon any such waiver, such default

shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Funding Loan Agreement and the Borrower Loan Agreement; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 9.10. Remedies Under Borrower Loan Agreement or Borrower Note. As set forth in this Section 9.10 but subject to Section 9.9 hereof, the Funding Lender shall have the right, in its own name or on behalf of the Governmental Lender, to declare any default and exercise any remedies under the Borrower Loan Agreement or the Borrower Note, whether or not the Governmental Lender Note has been accelerated or becomes due and payable by reason of an Event of Default.

Section 9.11. Waiver of Appraisement and Other Laws.

(a) To the extent permitted by law, the Governmental Lender will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of the Funding Loan Agreement, and the Governmental Lender, for itself and all who may claim under it, so far as it or they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Governmental Lender for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the property in the Security marshalled upon any foreclosure hereof.

(b) If any law now in effect prohibiting the waiver referred to in Section 9.11(a) shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of this Section 9.11.

Section 9.12. Suits to Protect the Security. The Funding Lender shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Security by any acts that may be unlawful or any violation of this Funding Loan Agreement and to protect its interests in the Security and in the rents, issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any Governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Funding Lender.

Section 9.13. 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 provision of law in the premises, 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 premises and to be limited to the extent necessary so that they will not render this Funding Loan Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

Section 9.14. Assumption of Obligations. In the event that the Funding Lender or its permitted assignee or designee in accordance with Section 2.6 hereof shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under the Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement and any other Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default hereunder, rights and remedies may be pursued pursuant to the terms of the Funding Loan Documents, subject to the last paragraph of Section 9.3.

Section 9.15. Remedies upon Unremedied Material Funding Lender Event. [Upon the occurrence of a Material Funding Lender Event which shall continue unremedied for a period of 60 days (a "**Funding Lender Event of Default**")], (i) the Governmental Lender may direct that the Governmental Lender Note be transferred to and obligations and liabilities thereunder be assumed by another lender approved to act as Funding Lender by the Governmental Lender pursuant to Section 2.4(b) hereof and acceptable to the Borrower; provided, however, that no such transfer shall become effective until the Funding Lender has been fully reimbursed for all advances made and all expenses incurred and all other amounts owed to Funding Lender with respect to the Governmental Lender Note through the date of transfer, and shall be fully released in writing by the Governmental Lender, the Borrower and the successor Funding Lender from any and all continuing obligations and liabilities with respect to the Funding Loan and, unless the loss has not in any material respect been caused by the action or inaction of the Borrower, be indemnified by the Borrower for any losses incurred by Funding Lender with respect thereto (except for losses resulting from remedies awarded at law or equity pursuant to clause (ii) below, as to which no indemnity shall be provided), and (ii) the Governmental Lender (or the Borrower pursuant to the Borrower Loan Agreement or the Construction Funding Agreement) may pursue any other remedy available at law or in equity.

ARTICLE X
AMENDMENT; AMENDMENT OF BORROWER LOAN AGREEMENT AND OTHER DOCUMENTS

Section 10.1. Amendment of Funding Loan Agreement. Any of the terms of this Funding Loan Agreement and the Governmental Lender Note may be amended or waived only by an instrument signed by the Funding Lender and the Governmental Lender, provided, however, no such amendment which materially affects the rights, duties, obligations or other interests of the Borrower shall be made without the consent of the Borrower, and, provided further, that if the Borrower is in default under any Funding Loan Document, no Borrower consent shall be required unless such amendment has a material adverse effect on the rights, duties, obligations or other interests of the Borrower. All of the terms of this Funding Loan Agreement shall be binding upon the successors and assigns of and all persons claiming under or through the Governmental Lender or any such successor or assign, and shall inure to the benefit of and be enforceable by the successors and assigns of the Funding Lender.

Section 10.2. Amendments Requiring Funding Lender Consent. The Governmental Lender shall not consent to any amendment, change or modification of the Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document without the prior Written Consent of the Funding Lender[; provided, however, that such prior Written Consent shall not be required with respect to any such amendment, change or modification undertaken by the Governmental Lender in order to preserve one or more of its Unassigned Rights. Governmental Lender agrees to provide the Funding Lender with prompt notification of any such amendments, modifications or changes not requiring the prior Written Consent of the Funding Lender].

Section 10.3. Consents and Opinions. No amendment to this Funding Loan Agreement or any other Funding Loan Document entered into under this Article X or any amendment, change or modification otherwise permitted under this Article X shall not become effective unless and until (i) the Funding Lender shall have approved the same in writing in its sole discretion and (ii) the Funding Lender and the Governmental Lender shall have received, at the expense of the Borrower (unless such change,

amendment or modification is requested by the Funding Lender solely to improve, but not maintain, the value of the Funding Loan), a Tax Counsel No Adverse Effect Opinion and an Opinion of Counsel to the effect that any such proposed amendment is authorized and complies with the provisions of this Funding Loan Agreement and is a legal, valid and binding obligation of the parties thereto, subject to normal exceptions relating to bankruptcy, insolvency and equitable principles limitations. No modification or amendment of the terms of the Borrower Note may be undertaken without the prior Written Consent of the Governmental Lender and the Funding Lender and the provision to the Funding Lender and the Governmental Lender, at the expense of the Borrower (unless such change, amendment or modification is requested by the Funding Lender solely to improve, but not maintain, the value of the Funding Loan), of a Tax Counsel No Adverse Affect Opinion with regard to such proposed modification.

Any consents required pursuant to this Article X from, or on behalf of, the Governmental Lender may be executed by an Authorized City Representative.

ARTICLE XI
MISCELLANEOUS

Section 11.1. Notices.

(a) All notices, demands, requests and other communications required or permitted to be given by any provision of this Funding Loan Agreement shall be in writing and sent by first class, regular, registered or certified mail, commercial delivery service, overnight courier, telegraph, telex, telecopier or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows.

If to the Governmental Lender:
City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, 10th Floor
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing and Economic Development
Telephone: (312) 744-4190
Facsimile: [(312) 742-2271]

and with a copy to:
City of Chicago
Office of Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Telephone: (312) 744-0200
Facsimile: (312) 744-8538

and with a copy to:
City of Chicago
Office of the City Comptroller's Office
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: City Comptroller
Telephone: (312) 744-7106
Facsimile: (312) 742-6544

If to the Borrower:	Rosenwald Courts Apartments, LP Attn: Rosenwald Courts GP, LLC 20 Sandstone Court LeClaire, Iowa 52753
Copies to:	GB Rosenwald, LLC Attn: _____ 20 Sandstone Court LeClaire, Iowa 527539 Rosenwald LGG, LLC Attn: Virginia Pace 39 S. LaSalle St., Suite 808 Chicago, Illinois 60603
If to the Funding Lender:	Citibank, N.A. c/o Citi Community Capital Transaction Management Group 390 Greenwich Street, 2nd Floor New York, New York 10013 Attention: Desk Head Loan/Transaction/File # _____ Facsimile: (212) 723-8939 and 325 East Hillcrest Drive, Suite 160 Thousand Oaks, California 91360 Attention: Operations Manager/Asset Manager Loan/Transaction/File #[_____/ _____] Facsimile: (805) 557 0924
With a copy to:	[Account Specialist][Consult Citi to obtain the Account Specialist's notice information] [Insert Account Specialist Address] Attention: [_____] Loan/Transaction/File #[_____/ _____] Facsimile: [Insert Account Specialist Facsimile Number]
And a copy of any notices of default sent to:	Citibank, N.A. Municipal Securities Division 388 Greenwich Street New York, New York 10013 Attention: General Counsel's Office Loan/Transaction/File # _____ Facsimile: (212) 723-8939

Any such notice, demand, request or communication shall be deemed to have been given and received for all purposes under this Funding Loan Agreement: (i) three Business Days after the same is

deposited in any official depository or receptacle of the United States Postal Service first class or, if applicable, certified mail, return receipt requested, postage prepaid, (ii) on the date of transmission when delivered by telecopier or facsimile transmission, telex, telegram or other telecommunication device, provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day, (iii) on the next Business Day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and (iv) on the date of actual delivery to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a Business Day, such notice, demand, request or communication shall be deemed to have been given and received on the next Business Day], and provided further that notice to the Governmental Lender shall not be deemed to have been given until actually received by the Governmental Lender]. Any facsimile Signature on a Person's document, notice, demand, request or communication required or permitted by this Funding Loan Agreement shall constitute a legal, valid and binding execution thereof by such Person.

Any party to this Funding Loan Agreement may change such party's address for the purpose of notices, demands, requests and communications required or permitted under this Funding Loan Agreement by providing written notice of such change of address to all of the parties by written notice as provided herein.

Section 11.2. Term of Funding Loan Agreement. This Funding Loan Agreement shall be in full force and effect until all payment obligations of the Governmental Lender hereunder have been paid in full and the Funding Loan has been retired or the payment thereof has been provided for (such payment or provision to be solely from the Security set forth in Article IV hereof, as further provided in Section 8.8 hereof), except that on and after payment in full of the Governmental Lender Note this Funding Loan Agreement shall be terminated, without further action by the parties hereto.

Section 11.3. Successors and Assigns. All covenants and agreements in this Funding Loan Agreement by the Governmental Lender shall bind its successors and assigns, whether so expressed or not.

Section 11.4. Legal Holidays. In any case in which the date of payment of any amount due hereunder or the date on which any other act is to be performed pursuant to this Funding Loan Agreement shall be a day that is not a Business Day, then payment of such amount or such act need not be made on such date but may be made on the next succeeding Business Day, and such later payment or such act shall have the same force and effect as if made on the date of payment or the date fixed for prepayment or the date fixed for such act, and no additional interest shall accrue for the period after such date and prior to the date of payment.

Section 11.5. Governing Law. This Funding Loan Agreement shall be governed by and shall be enforceable in accordance with the Laws of the State.

Section 11.6. Severability. If any provision of this Funding Loan Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Governmental Lender Note or in this Funding Loan Agreement shall for any reason be held to be injurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Governmental Lender or the Funding Lender only to the full extent permitted by Law.

Section 11.7. Execution in Several Counterparts. This Funding Loan Agreement may be contemporaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 11.8. Nonrecourse Obligation of the Borrower. Except as otherwise provided in the Borrower Loan Agreement, any obligations of the Borrower under this Funding Loan Agreement are without recourse to the Borrower or to the Borrower's partners or members, as the case may be, and the provisions of Section 11.1 of the Borrower Loan Agreement are by this reference incorporated herein.

Section 11.9. Reserved.

Section 11.10. Electronic Transactions. The transactions described in this Funding Loan Agreement may be conducted and related documents and may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 11.11. Reference Date. This Funding Loan Agreement is dated for reference purposes only as of the first day of _____, 2013.

IN WITNESS WHEREOF, the Funding Lender and the Governmental Lender have caused this Funding Loan Agreement to be duly executed as of the date first written above.

CITIBANK, N.A.

By: _____
Name: _____
Title: _____

CITY OF CHICAGO

By: _____
Name: Lois A. Scott
Title: Chief Financial Officer

[SEAL]

Attest:

By: _____
Name: Susana A. Mendoza
Title: City Clerk

(Sub)Exhibits "A" and "B" referred to in this Funding Loan Agreement with Citibank, N.A. read as follows:

(Sub)Exhibit "A".
(To Funding Loan Agreement With Citibank, N.A.)

Form Of Governmental Lender Note.

City Of Chicago
Multi-Family Mortgage Revenue Note,
Series 2013 (Rosenwald Courts)

Dated _____, 2013 Not to exceed $58,600,000

For Value Received, The undersigned City of Chicago ("Obligor") promises to pay to the order of Citibank, N.A. ("Holder") the maximum principal sum of Fifty-eight Million Six Hundred Thousand and no/100 Dollars ($58,600,000.00) on _____, 2016, or earlier as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

Obligor shall pay to the Holder on or before each date on which payment is due under that certain Funding Loan Agreement, dated as of _____ 1, 2013 (the "Funding Loan Agreement"), between Obligor and Holder, an amount in immediately available funds sufficient to pay the principal amount of and Prepayment Premium, if any, on the Funding Loan then due and payable, whether by maturity, acceleration, prepayment or otherwise. In the event that amounts held derived from proceeds of the Borrower Loan, condemnation awards or insurance proceeds or investment earnings thereon are applied to the payment of principal due on the Funding Loan in accordance with the Funding Loan Agreement, the principal amount due hereunder shall be reduced to the extent of the principal amount of the Funding Loan so paid. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Funding Loan Agreement.

Obligor shall pay to the Holder on or before each date on which interest on the Funding Loan is payable interest on the unpaid balance hereof in an amount in immediately available funds sufficient to pay the interest on the Funding Loan then due and payable in the amounts and at the rate or rates set forth in the Funding Loan Agreement.

The Funding Loan and this Governmental Lender Note are pass-through obligations relating to a construction loan (the "Borrower Loan") made by Obligor from proceeds of the Funding Loan to Rosenwald Courts Apartments L.P., an Illinois limited partnership, as borrower (the "Borrower"), under that certain Borrower Loan Agreement, dated as of _____1, 2013 (as the same may be modified, amended or supplemented from time to time, the "Borrower Loan Agreement"), between the Obligor and the Borrower, evidenced by the Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Borrower Note for complete payment and prepayment terms of the Borrower Note, payments on which are passed-through under the Governmental Lender Note.

This Governmental Lender Note is a limited obligation of the Obligor, payable solely from the Pledged Revenues and other funds and monies and Security pledged and assigned under the Funding Loan Agreement. This Governmental Lender Note is not a general obligation of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on this Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement. No Holder of this Governmental Lender Note or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Funding Loan Agreement or in the Borrower Loan Agreement.

This Governmental Lender Note is subject to the express condition that at no time shall interest be payable on this Governmental Lender Note or the Funding Loan at a rate in excess of the Maximum Rate provided in the Funding Loan Agreement; and Obligor shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of such Maximum Rate. If by the terms of this Governmental Lender Note or of the Funding Loan Agreement, Obligor 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 Governmental Lender Note is subject to all of the terms, conditions, and provisions of the Funding Loan Agreement, including those respecting prepayment and the acceleration of maturity.

If there is an Event of Default under the Funding Loan Documents, then in any such event and subject to the requirements set forth in the Funding Loan Agreement, the Holder may declare the entire unpaid principal balance of this Govemmental Lender Note and accrued interest, if any, due and payable at once. All of the covenants, conditions and agreements contained in the Funding Loan Documents are hereby made part of this Governmental Lender Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Governmental Lender Note or the Funding 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 Governmental Lender Note and the Funding 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.

Obligor shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements, which costs may be added to the indebtedness hereunder, together with interest thereon, to the extent allowed by law, as set forth in the Funding Loan Agreement.

This Governmental Lender 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 Obligor to pay the entire sum then due, and Obligor'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 Obligor 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.

In Witness Whereof, The undersigned has duly executed and delivered this Governmental Lender Note or caused this Governmental Lender Note to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

Obligor:

City of Chicago

By: _____

Name: Lois A. Scott

Title: Chief Financial Officer

[Seal]

Attest:

By: _____

Name: Susana A. Mendoza

Title: City Clerk

(Sub)Exhibit "B".
(To Funding Loan Agreement With Citibank, N.A.)

Form Of Investor Letter.
[_____ ,20__]

City of Chicago
Chicago, Illinois

Re: Loan in the maximum amount of $58,600,000 from Citibank, N.A. to the City of Chicago (the "Governmental Lender") pursuant to an ordinance adopted on October __, 2013 (the "Ordinance") by the City of Chicago, as evidenced by the Governmental Lender Note, as such term is defined in the Funding Loan Agreement dated as of _____ 1, 2013 (the "Funding Loan Agreement") between the Funding Lender and the Governmental Lender (the "Funding Loan").

Ladies and Gentlemen:

The undersigned, as holder (the "Holder" or the "Funding Lender") of the above Governmental Lender Note issued pursuant to an Ordinance adopted on October __, 2013 (the "Ordinance") by the City of Chicago (the "Governmental Lender") and under a Funding Loan Agreement dated as of _____ 1, 2013 (the "Funding Loan Agreement") between the Governmental Lender and Holder, as Funding Lender, hereby represents that:

1. The Funding Lender hereby acknowledges the execution and delivery of the Governmental Lender Note in the original aggregate principal amount of up to $58,600,000.

2. The Funding Lender has authority to make the Funding Loan and to execute this Investor Letter and any other instrument and documents required to be executed by the Funding Lender in connection with the executive and delivery of the Governmental Lender Note.

3. The Holder has sufficient knowledge and experience in financial and business matters with respect to the evaluation of residential real estate developments such as the Project to be able to evaluate the risk and merits of the investment represented by the Governmental Lender Note. We are able to bear the economic risks of such investment.

4. The Holder acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Holder has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Governmental Lender, the Project, the use of proceeds of the Governmental Lender Note, the Funding Loan Agreement and the Funding Loan and the security therefor so that, as a reasonable investor, the Holder has been able to make its decision to extend the Funding Loan [or an interest therein] and purchase the Governmental Lender Note [or an interest therein]. The Funding Lender understands that the Governmental Lender Note and the Borrower Loan Agreement are not registered under the Securities Act of 1933, as amended, and that such registration is not legally required as of the date hereof; and further understands that the Governmental Lender Note and the Borrower Loan Agreement (i) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) will not be listed in any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will be delivered in a form which is not readily marketable. The Holder acknowledges that it has not relied upon the addressee hereof for any information in connection with the Holder's purchase of the Governmental Lender Note [or an interest therein].

5. The Holder is a Qualified Institutional Buyer (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended) or an Accredited Investor (as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended).

6. The Holder acknowledges that it is purchasing [an interest in] the Governmental Lender Note for investment for its own account and not with a present view toward resale or the distribution thereof in that we do not now intend to resell or otherwise dispose of all or any part of our interests in the Governmental Lender Note. Subject to paragraph 7 below, the Funding Lender acknowledges and agrees that the Governmental Lender Note, or interests therein, can be sold and subsequently transferred only to purchasers that execute and deliver to the Governmental Lender an investor letter from the transferee to substantially the same effect as this Investor Letter or in such other form authorized under the Funding Loan Agreement with no revisions except as may be approved in writing by the Governmental Lender; provided, however, that no Investor Letter shall be required for the Funding Lender to (i) transfer the Governmental Lender Note, or interest therein, to any Affiliate or other party related to the Funding Lender or (ii) sell or transfer the Governmental Lender Note, or interest therein, to a special purpose entity, a trust or custodial arrangement, from which the Governmental Lender Note, or interests therein, are not expected to be sold except to beneficial holders who are Qualified Institutional Buyers or Accredited Investors and who will sign an investor letter to substantially the same effect as this Investor Letter in compliance with all applicable federal and state securities laws then in effect.

7. In addition to the right to sell or transfer the Governmental Lender Note, or interests therein, as set forth in Paragraph 6 above, the Funding Lender further acknowledges its right to sell or transfer the Governmental Lender Note, or interests therein, to one or more purchasers upon receipt by the Governmental Lender, and each party to such transfer of (a) any disclosure document which is prepared in connection with such transfer of the Governmental Lender Note, or interest therein, in such form acceptable to the Governmental Lender and accompanied by an opinion of counsel in a form satisfactory to the Governmental Lender regarding the information contained in such disclosure document, (b) evidence that

each such Funding Loan is rated "A" or better by one of S&P or Moody's, and (c) an opinion of Tax Counsel to the effect that the exemption of the Governmental Lender Note, or interest therein, or any securities evidenced thereby from the registration requirements of the Securities Act of 1933, as amended, and the exemption of this Funding Loan Agreement from qualification under the Trust Indenture Act of 1939, as amended, will not be impaired as a result of such transfer, and such transfer will not adversely affect the exclusion of interest accrued on the Governmental Lender Note from gross income of the holders thereof (other than a holder 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. In the event any placement memorandum to be provided to any subsequent buyer or beneficial owner of such portion of the Governmental Lender Note will not disclose information with respect to the Governmental Lender other than its name, location and type of political subdivision and general information with respect to the Funding Loan and Borrower Loan and related documents, the Holder will provide the Governmental Lender with a draft of such placement memorandum and the Governmental Lender shall have the right to approve any description of the Governmental Lender therein (which approval shall not be unreasonably withheld).

8. The Funding Lender understands that the Governmental Lender Note is a limited obligation of the Governmental Lender; payable solely from funds and monies pledged and assigned under the Funding Loan Agreement, and that the liabilities and obligations of the Governmental Lender with respect to the Governmental Lender Note are expressly limited as set forth in the Funding Loan Agreement and related documents. The Funding Lender acknowledges that the Governmental Lender Note is not an indebtedness of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, 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 Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but is a special, limited obligation of the Governmental Lender, payable solely out of the Security and receipts of the Governmental Lender derived pursuant to the Funding Loan Agreement and the Borrower Loan Agreement. The Funding Lender acknowledges that no holder of the Governmental Lender Note, or any interest therein, has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

9. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Funding Loan Agreement.

[ ], as Holder

By: _____

Name: _____

Its: _____

Exhibit "B".
(To Ordinance)

Borrower Loan Agreement With
Rosenwald Courts Apartments L.P.

THIS BORROWER LOAN AGREEMENT (this "**Borrower Loan Agreement**") is entered into as of the first day of _____, 2013, 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 (together with its successors and assigns, the "**Governmental Lender**"), and **ROSENWALD COURTS APARTMENTS, LP**, an Illinois limited partnership (together with its successors and assigns, the "**Borrower**").

WITNESSETH:

RECITALS

WHEREAS, the Governmental Lender has been duly created and organized pursuant to and in accordance with the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

WHEREAS, the Governmental Lender is authorized: (a) to make loans to any person to provide financing for rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income, as determined by the Governmental Lender; (b) to incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) to pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the payment of the principal or redemption price of and interest on such indebtedness of the Governmental Lender; and

WHEREAS, the Borrower has applied to the Governmental Lender for a loan (the "**Borrower Loan**") for the acquisition, construction, rehabilitation, development, and equipping of a multifamily residential project located in the City of Chicago, Cook County, Illinois, known or to be known as Rosenwald Courts and consisting of approximately 239 rental units, including approximately 225 affordable units and approximately 14 unrestricted units, community service facilities and related common areas along with 3 parking lot facilities (collectively, the "**Project**"); and

WHEREAS, the Borrower's repayment obligations under this Borrower Loan Agreement are evidenced by the Borrower Note, as defined herein; and

WHEREAS, the Borrower has requested the Governmental Lender to enter into that certain Funding Loan Agreement, of even date herewith (the "**Funding Loan Agreement**"), between the Governmental Lender and Citibank, N.A. (the "**Funding Lender**"), under which the Funding Lender will make a loan (the "**Funding Loan**") to the Governmental Lender, the proceeds of which will be loaned under this Borrower Loan Agreement to the Borrower to finance the acquisition, construction, rehabilitation, development, equipping and/or operation of the Project; and;

WHEREAS, the Borrower Loan is secured by, among other things, that certain Multifamily Multifamily Mortgage, Assignment of Rents, Security Agreement (as amended, restated and/or supplemented from time to time, the "**Security Instrument**"), of even date herewith and assigned to the

Lender, in order to secure the Funding Loan, encumbering the Project, and will be advanced to Borrower pursuant to the Borrower Loan Agreement and the Construction Funding Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

ARTICLE I
DEFINITIONS; PRINCIPLES OF CONSTRUCTION

Section 1.1. **Specific Definitions.** For all purposes of this Borrower Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires:

Unless specifically defined herein, all capitalized terms shall have the meanings as those given in the Security Instrument or, if not defined in the Security Instrument, in the Funding Loan Agreement.

All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with GAAP.

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

All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

Unless otherwise specified, (i) all references to exhibits and schedules are to those to this Borrower Loan Agreement, (ii) the words "hereof," "herein" and "hereunder" and words of similar import refer to this Borrower Loan Agreement as a whole and not to any particular provision, (iii) all definitions are equally applicable to the singular and plural forms of the terms defined and (iv) the word "including" means "including but not limited to."

Section 1.2. **Definitions.** The following terms, which are used in this Borrower Loan Agreement (including when used in the above recitals), shall have the following meanings:

"**Act of Bankruptcy**" shall mean the filing of a petition in bankruptcy (or any other commencement of a bankruptcy or similar proceeding) under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect, provided that, in the case of an involuntary proceeding, such proceeding is not dismissed within ninety (90) days after the commencement thereof.

"**ADA**" shall have the meaning set forth in Section 4.1(S) hereof.

"**Additional Borrower Payments**" shall mean the payments payable pursuant to Section 2.5 (Additional Borrower Payments), Section 2.6 (Overdue Payments; Payments in Default), Section 4.3.3 of the Construction Funding Agreement (Borrower Loan in Balance), Section 7.14 (Expenses) and Section 3.1 of the Borrower Note (Voluntary and Involuntary Prepayments).

"**Agreement of Environmental Indemnification**" shall mean the Agreement of Environmental Indemnification, of even date herewith, executed by the Borrower for the benefit of the Funding Trustee and any Lender holder, owner or pledgee of the Borrower Note from time to time.

"**Appraisal**" shall mean an appraisal of the Project and Improvements, which appraisal shall be (a) performed by a qualified appraiser licensed in the State selected by Funding Trustee and

(or satisfactory to Lending Lender (including without limitation as adjusted pursuant to any interim review thereof by Lending Lender) in all respects.

"**Architect**" shall mean any licensed architect, space planner or design professional that Borrower may employ from time to time, with the approval of Lending Lender, to design any portion of the Improvements, including the preparation of the Plans and Specifications. [INSERT NAME OF INITIAL ARCHITECT]

"**Architect's Agreement**" means any agreement that Borrower and any Architect from time to time may execute pursuant to which Borrower engages such Architect to design any portion of the Improvements, including the preparation of the Plans and Specifications, as approved by Lending Lender.

"**Authorized Borrower Representative**" shall mean a person at the time designated and authorized to act on behalf of the Borrower by a written certificate furnished to the Governmental Lender, the Lending Lender and the Servicer and containing the specimen signature of such person and signed on behalf of the Borrower by its Borrower Controlling Entity which certificate may designate one or more alternates.

"**Bankruptcy Code**" shall mean the United States Bankruptcy Reform Act of 1978, as in effect from time to time, or any substitute or replacement legislation.

"**Bankruptcy Event**" shall have the meaning given to that term in the Security Instrument.

"**Bankruptcy Proceeding**" shall have the meaning set forth in Section 4.1.S hereof.

"**Beneficiary Parties**" shall mean, collectively, the Lending Lender and the Governmental Lender.

"**Borrower**" shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

"**Borrower Affiliate**" means, as to the Borrower, its General Partner or the Guarantor, (i) any entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of Borrower, its General Partner or the Guarantor, (ii) any corporation 20 percent or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote, by the Borrower, its General Partner or the Guarantor, (iii) any partner, shareholder or, if a limited liability company, member of Borrower, its General Partner or the Guarantor, or (iv) any other person that is related (by the third degree of consanguinity) by blood or marriage to the Borrower, its General Partner or the Guarantor (to the extent any of the Borrower, its General Partner or the Guarantor is a natural person).

"**Borrower Controlling Entity**" shall mean, if the Borrower is a partnership, any general partner or managing partner of the Borrower, or if the Borrower is a limited liability company, the manager or managing member of the Borrower, or if the Borrower is a not for profit corporation, the shareholders thereof.

"**Borrower Deferred Equity**" shall mean the Equity Contributions to be made by the Equity Investor to Borrower pursuant to the Partnership Agreement other than Borrower Initial Equity, in accordance with the following schedule:

Amount Date

[$12,660,600	October 1, 2015
$24,094,992	October 1, 2016
$4,665,768	April 1, 2017
$41,421,360	Total]

"**Borrower Initial Equity**" shall mean an initial installment of the Equity Contributions made to Borrower by the Equity Investor in an amount of at least [$5,898,918] to be made on or prior to the Closing Date.

"**Borrower Loan**" shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to this Borrower Loan Agreement, in the maximum principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

"**Borrower Loan Agreement**" shall mean this Borrower Loan Agreement.

"**Borrower Loan Amount**" shall mean $58,600,000, the original maximum principal amount of the Borrower Note.

"**Borrower Loan Documents**" shall mean this Borrower Loan Agreement, the Construction Funding Agreement, the Borrower Note, the Security Instrument, the Agreement of Environmental Indemnification, the Guaranty, the Replacement Reserve Agreement, the Contingency Draw Down Agreement and all other documents or agreements evidencing or relating to the Borrower Loan.

"**Borrower Loan Payment Date**" shall mean (i) the date upon which regularly scheduled Borrower Loan Payments are due pursuant to the Borrower Note, or (ii) any other date on which the Borrower Note is prepaid or paid, whether at the scheduled maturity or upon the acceleration of the maturity thereof.

"**Borrower Loan Payments**" shall mean the monthly loan payments payable pursuant to the Borrower Note.

"**Borrower Loan Proceeds**" shall mean proceeds of the Borrower Loan, to be disbursed in accordance with Section 2.10 of this Borrower Loan Agreement and the Construction Funding Agreement.

"**Borrower Note**" shall mean that certain Multifamily Note dated as of the Closing Date in the original maximum principal amount of the Borrower Loan Amount made by Borrower and payable to Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented or replaced from time to time.

"**Borrower Payment Obligations**" shall mean all payment obligations of the Borrower under the Borrower Loan Documents, including, but not limited to, the Borrower Loan Payments and the Additional Borrower Payments.

"**Business Day**" shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which federally insured depository institutions in New York, New York, Chicago, Illinois or the cities in which the offices of the Funding Lender are located are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

"Calendar Month" shall mean each of the twelve (12) calendar months of the year.

"CC&Rs" shall mean any covenants, conditions, restrictions, maintenance agreements or reciprocal easement agreements affecting the Project or the Mortgaged Property.

"City" shall mean the City of Chicago, Illinois.

"Closing Date" shall mean _____, 20__, the date of the initial Borrower Loan Proceeds are disbursed hereunder.

"Code" shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to bonds issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Collateral" shall mean all collateral described in (i) this Borrower Loan Agreement (including, without limitation, all property in which the Funding Lender is granted a security interest pursuant to the provisions of this Borrower Loan Agreement), (ii) the Security Instrument, or (iii) any other Security Document, which collateral shall include the Project, all of which collateral is pledged and assigned to Funding Lender under the Lending Loan Agreement to secure the Lending Loan.

"Completion" shall have the meaning set forth in Section 5.7.

"Completion Date" shall mean December 31, 2015.

"Computation Date" shall have the meaning ascribed thereto in Section 1.148-1(e) of the Regulations.

"Condemnation" shall mean any action or proceeding or notice relating to any proposed or actual condemnation or other taking or conveyance in lieu thereof, of all or any part of the Project, whether direct or indirect.

"Construction Consultant" shall mean a third party architect or engineer selected and retained by Funding Lender, at the cost and expense of Borrower, to monitor the progress of construction and/or rehabilitation of the Project and to inspect the Improvements to confirm compliance with this Borrower Loan Agreement.

"Construction Contract" shall mean any agreement that Borrower or any Contractor from time to time may execute pursuant to which Borrower engages the Contractor to construct any portion of the Improvements, as approved by Funding Lender.

"Construction Escrow Agreement" shall mean that certain Construction Escrow Agreement dated as of _____, 20__ among the Title Company named therein, in its capacity as escrow agent, Governmental Lender, Funding Lender, certain subordinate lenders named therein, and Borrower, as such agreement may be amended, modified, supplemented or replaced from time to time.

"Construction Funding Agreement" means that certain Construction Funding Agreement of even date herewith, between the Funding Lender, as agent for the Governmental Lender, and Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender for the Services on its behalf, as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating

to disbursement of the Borrower Loan during construction, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

"**Construction Schedule**" shall mean a schedule of construction or rehabilitation progress with the anticipated commencement and completion dates of each phase of construction or rehabilitation, as the case may be, and the anticipated date and amounts of each Disbursement for the same, as approved by Funding Lender, as assignee of the Governmental Lender.

"**Contingency Draw Down Agreement**" means the Contingency Draw Down Agreement of even date herewith, between the Funding Lender and the Borrower relating to possible conversion of the Funding Loan from a draw down loan to a fully funded loan.

"**Continuing Disclosure Agreement**" shall mean that certain Continuing Disclosure Agreement of even date herewith, between the Borrower and the Funding Lender, pursuant to which the Borrower agrees to provide certain information with respect to the Project, the Borrower and the Funding Loan subsequent to the Closing Date, as amended, supplemented or restated from time to time.

"**Contractor**" shall mean any licensed general contractor or subcontractor that Borrower may directly engage from time to time, with the approval of Funding Lender, to construct and/or rehabilitate any portion of the Improvements. [INCLUDE NAMES OF INITIAL CONTRACTORS]

"**Contractual Obligation**" shall mean, for any Person, any debt or equity securities issued by that Person and any indenture, mortgage, deed of trust, contract, undertaking, instrument or agreement (written or oral) to which such Person is a party or by which it is bound, or to which it or any of its assets is subject.

"**Cost Breakdown**" shall mean the schedule of costs for the Improvements, as set forth in the Construction Funding Agreement and as the same may be amended from time to time with Funding Lender's consent.

"**Costs of Funding**" shall mean the Governmental Lender's Closing Fee and the fees, costs, expenses and other charges incurred in connection with the funding of the Borrower Loan and the Funding Loan, the negotiation and preparation of the Borrower Loan Agreement and each of the other Borrower Loan Documents and Funding Loan Documents and shall include, but shall not be limited to, the following: (i) counsel fees (including but not limited to Tax Counsel, counsel to the Governmental Lender, Borrower's counsel, and Funding Lender's counsel), (ii) financial advisor fees incurred in connection with the closing of the Borrower Loan and the Funding Loan, (iii) certifying and authenticating agent fees and expenses related to funding of the Funding Loan, (iv) printing costs (for any preliminary and final offering materials relating to the Funding Loan), (v) any recording fees, (vi) any additional fees charged by the Governmental Lender, and (vii) costs incurred in connection with the required public notices generally and costs of the public hearing.

"**Costs of Funding Deposit**" shall mean the amount required to be deposited by the Borrower with the Title Company (or a separate escrow company, if applicable) to pay Costs of Funding in connection with the closing of the Borrower Loan and the Funding Loan on the Closing Date.

"**Cost of Improvements**" shall mean the costs for the Improvements, as set forth on the Cost Breakdown.

"**County**" shall mean Cook County, Illinois.

"**Credit Enhancer**" shall mean a government sponsored enterprise that at any time, directly or indirectly, purchases the Borrower Loan or provides credit enhancement with respect to the Borrower Loan.

"**Date of Disbursement**" shall mean the date of a Disbursement.

"**Day**" or "**Days**" shall mean calendar days unless expressly stated to be Business Days.

"**Debt**" shall mean, as to any Person, any of such Person's liabilities, including all indebtedness (whether recourse or non-recourse, short term or long term, direct or contingent), all commitments and unfunded liabilities, and all unfunded liabilities that would appear upon a balance sheet of such Person prepared in accordance with GAAP.

"**Default Rate**" shall have the meaning given to that term in the Borrower Note.

"**Determination of Taxability**" shall mean (i) a determination by the Commissioner or any District Director of the Internal Revenue Service, (ii) a private ruling or Technical Advice Memorandum concerning the Governmental Lender Note issued by the National Office of the Internal Revenue Service in which Governmental Lender and Borrower were afforded the opportunity to participate, (iii) a determination by any court of competent jurisdiction, (iv) the execution of legislation or (v) receipt by the Funding Lender at the request of the Governmental Lender, the Borrower or the Funding Lender, of an opinion of Tax Counsel, in each case to the effect that the interest on the Governmental Lender Note is includable in gross income for federal income tax purposes of any holder or any former holder of all or a portion of the Governmental Lender Note, other than a holder who is a "substantial user" of the Project or a "related person" (as such terms are defined in Section 147(a) of the Code) (a "**Substantial User**"); provided, however, that no such Determination of Taxability under clause (i), (ii) or (iii) shall be deemed to have occurred if the Governmental Lender (at the sole expense of the Borrower), the Funding Lender (at the sole expense of the Borrower) or the Borrower is contesting such determination (or elects 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 Governmental Lender or the Borrower, as the case may be, or (c) one year from the date of initial determination.

"**Developer Fee**" shall have the meaning set forth in the Partnership Agreement.

"**Disbursement**" means a disbursement of Borrower Loan Proceeds and Other Borrower Monies pursuant to this Borrower Loan Agreement.

"**Engineer**" shall mean any licensed civil, structural, mechanical, electrical, soils, environmental or other engineer that Borrower may engage from time to time, with the approval of Funding Lender, to perform any engineering services with respect to any portion of the Improvements.

"**Engineer's Contract**" shall mean any agreement that Borrower and any Engineer from time to time may execute pursuant to which Borrower engages such Engineer to perform any engineering services with respect to any portion of the Improvements, as approved by Funding Lender.

"**Equipment**" shall have the meaning given in the term "Personalty" in the Security Instrument.

"**Equity Contributions**" shall mean the equity to be contributed by or on behalf of, the Equity Investor to Borrower, in accordance with and subject to the terms of the Partnership Agreement and Investor Tax Credit Documents.

"**Equity Investor**" shall mean the equity investor for the historic tax credits and the low income housing tax credits and shall include [USA Rosenwald Courts 1-17, a Delaware limited liability company] and

"**ERISA**" shall mean the Employment Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated hereunder.

"**ERISA Affiliate**" shall mean all members of a controlled group of corporations and all trades and business (whether or not incorporated) under common control and all other entities which, together with the Borrower, are treated as a single employer under any or all of Section 414(b), (c), (m) or (o) of the Code.

"**Event of Default**" shall mean any Event of Default set forth in Section 8.1 of this Borrower Loan Agreement. An Event of Default shall "exist" if a Potential Default shall have occurred and be continuing beyond any applicable cure period.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

"**Expenses of the Project**" shall mean, for any period, the current expenses, paid or accrued, for the operation, maintenance and current repair of the Project, as calculated in accordance with GAAP, and shall include, without limiting the generality of the foregoing, salaries, wages, employee benefits, cost of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, costs and expenses properly designated as capital expenditures (e.g., repairs which would not be payable from amounts on deposit in a repair and replacement fund held pursuant to the Borrower Loan Documents), a management fee (however characterized) not to exceed [illegible] of Gross Income, costs of billings and collections, costs of insurance, and costs of audits. Expenses of the Project shall not include any payments, however characterized, on account of any subordinate financing in respect of the Project or other indebtedness, allowance for depreciation, amortization or other non-cash items, gains and losses or prepaid expenses not customarily prepaid.

"**Fair Market Value**" shall mean the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is an interest in any nonmingled investment fund in which the Governmental Lender and related parties do not own more than a ten percent (10%) beneficial interest (herein if the return paid by the fund is without regard to the source of investment.

"**Fitch**" shall mean Fitch, Inc.

"**Funding Lender**" shall mean Citibank, N.A., a national banking association, in its capacity as lender under the Funding Loan.

"Funding Loan" means the Funding Loan in the original maximum principal amount of $XX sought to be made by Funding Lender to Governmental Lender under the Funding Loan Agreement the proceeds of which are used by the Governmental Lender to make the Borrower Loan.

"Funding Loan Agreement" means the Funding Loan Agreement of even date herewith, between the Governmental Lender and the Funding Lender, as it may from time to time be supplemented, modified or amended by one or more amendments or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

"Funding Loan Documents" shall have the meaning given to that term in the Funding Loan Agreement.

"GAAP" shall mean generally accepted accounting principles as in effect on the date of the application thereof and consistently applied throughout the periods covered by the applicable financial statements.

"General Partner" shall mean Rosenwald Courts GP, LLC, an Illinois limited liability company, and/or any other Person that the partners of the Borrower, with the prior written approval of the Funding Lender (or as otherwise permitted with the Funding Lender's approval pursuant to the Borrower Loan Documents), selected to be a general partner of the Borrower.

"Governmental Authority" shall mean any governmental municipality or political subdivision thereof, (b) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality of public body, or (c) any court, administrative tribunal or public utility agency, commission, office or authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), now or hereafter in existence.

"Governmental Lender" shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

"Governmental Lender Note" shall mean that certain Governmental Lender Note dated the Closing Date in the original maximum principal amount of the Funding Loan, made by the Governmental Lender and payable to Funding Lender, as it may be amended, supplemented or replaced from time to time.

"Governmental Lender's Closing Fee" shall mean $ The Governmental Lender's Closing Fee is payable to the Governmental Lender on the Closing Date pursuant to Section 2.5(a)(iii) hereof.

"Gross Income" shall mean all receipts, revenues, income and other moneys received or collected by or on behalf of Borrower and derived from the ownership, operation or the Project, and all rights to receive the same, whether in the form of accounts receivable, contract rights or other rights, and the proceeds of such rights, and whether now owned or held or hereafter coming into existence and all proceeds received upon the foreclosure sale of the Project. Gross Income shall not include loan proceeds, equity or capital contributions, or tenant security deposits being held by Borrower in accordance with applicable law.

"**Gross Proceeds**" shall mean, without duplication, the aggregate of:

(a) the net amount (after payment of all expenses of originating the Funding Loan) of Funding Loan proceeds received by the Governmental Lender as a result of the origination of the Funding Loan;

(b) all amounts received by the Governmental Lender as a result of the investment of the Funding Loan proceeds;

(c) any amounts held in any fund or account to the extent that the Governmental Lender reasonably expects to use the amounts in such fund to pay any portion of the Funding Loan; and

(d) any securities or obligations pledged by the Governmental Lender or by the Borrower as security for the payment of any portion of the Funding Loan.

"**Guarantor**" shall mean [James N. Bergman] or any other person or entity which may hereafter become a guarantor of any of the Borrower's obligations under the Borrower Loan.

"**Guaranty**" shall mean, [collectively, (i) the Completion and Repayment Guaranty, of even date herewith, by Guarantor for the benefit of the Beneficiary Parties, and (ii) the Exception (to Non-Recourse Guaranty), of even date herewith, by Guarantor for the benefit of the Beneficiary Parties.

"**Improvements**" shall mean the multifamily residential project consisting of approximately 239 rental units, including approximately 22[illegible] affordable units and approximately [illegible] unrestricted units, community service facilities and related common areas along with 3 parking lot facilities, to be constructed upon the Land and known or to be known as Rosenwald Courts, and all other buildings, structures, fixtures, within, systems, equipment and other improvements and personal property to be constructed, rehabilitated and/or installed at or on the Land in accordance with the Cost Breakdown and the Plans and Specifications.

"**Indemnified Party**" shall have the meaning set forth in Section 5.18 hereof.

"**Installment Computation Date**" shall mean any Computation Date other than the first Computation Date or the final Computation Date.

"**Interest Rate**" shall mean the rate of interest accruing on the Borrower Loan pursuant to the Borrower Note.

"**Land**" means the real property described on Exhibit A to the Security Instrument.

"**Late Charge**" shall mean the amount due and payable as a late charge on overdue payments under the Borrower Note, as provided in Section [illegible] of the Borrower Note and Section 2.5 hereof.

"**Legal Action**" shall mean an action, suit, investigation, inquiry, proceeding or arbitration at law or in equity or before or by any foreign or domestic court, arbitrator or other Governmental Authority.

"**Legal Requirements**" shall mean statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting all or part of the Project or any property (including the Project) or the construction, rehabilitation, use, alteration or operation thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations

relative thereto, and all covenants, agreements, restrictions and encumbrances contained in any instrument, either of record or known to the Borrower, at any time in force affecting all or part of the Project including any that may (i) require repairs, modifications or alterations in or to all or part of the Project, or (ii) in any way limit the use and enjoyment thereof.

"Liabilities" shall have the meaning set forth in Section 5.15 hereof.

"Licenses" shall have the meaning set forth in Section 3.1.22 hereof.

"Lien" shall mean any interest, as set out hereof, in the Project securing an obligation owed to, or a claim by, any Person other than the owner of the Project, whether such interest is based on common law, statute or contract, including the lien or security interest arising from a deed of trust, mortgage, deed to secure debt, assignment, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project.

"Management Agreement" shall mean the Management Agreement between the Borrower and the Manager pursuant to which the Manager is to manage the Project, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"Manager" shall mean the management company to be employed by the Borrower and approved by the Freddie Lender in accordance with the terms of the Security Instrument, this Borrower Loan Agreement or any of the other Borrower Loan Documents.

"Material Adverse Change" means any set of circumstances or events which (i) has or could reasonably be expected to have any material adverse effect whatsoever upon the validity or enforceability of this Borrower Loan Agreement or any other Borrower Loan Document, (ii) has or could reasonably be expected to be material and adverse to the business, properties, assets, financial condition, results of operations or prospects of the Borrower, the Initial Partner, Guarantor or the Mortgaged Property, or could reasonably be expected to impair materially the ability of the Borrower, General Partner, or Guarantor to duly and punctually pay or perform any of their respective obligations under any of the Borrower Loan Documents to which they are a party, or (iii) has or could reasonably be expected to impair materially the rights of or benefits available to the Governmental Lender under this Borrower Loan Agreement or any other Borrower Loan Document, including, without limitation, the ability of Governmental Lender or, upon the assignment of the Borrower Loan to it, of the Freddie Lender, to the extent permitted, to enforce its legal remedies pursuant to this Borrower Loan Agreement or any other Borrower Loan Document.

"Moody's" shall mean Moody's Investors Service, Inc., or its successor.

"Mortgaged Property" shall have the meaning given to that term in the Security Instrument.

"Net Operating Income" shall mean: (i) the Gross Income, less (ii) the Expenses of the Project.

"Nonpurpose Investment" shall mean any investment property (as defined in Section 148(b) of the Code) that is acquired with the Gross Proceeds of the Funding Loan and which is not acquired to carry out the governmental purpose of the Funding Loan.

"Ongoing Governmental Lender Fee" shall mean the annual fee of the Governmental Lender in the amount of [redacted] of the outstanding amount of the Funding Loan accruing monthly and payable

scheduled to advance to the Governmental Lender by Borrower on each and , commencing on , 20 [with a payment of all accrued but unpaid fees due on] [so long as any portion of the Borrower Loan is outstanding].

"**Other Borrower Moneys**" shall mean moneys of Borrower other than Loan Proceeds and includes, but is not limited to, the Subordinate Debt, Borrower's Equity Contributions and any other equity contributed by Borrower to the Project.

"**Other Charges**" shall mean all administrative charges, impositions other than Taxes, and any other charges, including any late charges and interest due on the use of funds, advanced under the Permitted Liens or Section 6.2 hereof or otherwise incurred against the Project or any part thereof.

"**Partnership Agreement**" shall mean that certain Amended and Restated Partnership Agreement of the Borrower dated as of , 2013, as the same may be amended, restated or modified in accordance with its terms.

"**Patriot Act**" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

"**Patriot Act Offense**" shall have the meaning ascribed to such term in Section 4.1.19 hereof.

"**Payment Obligations**" shall mean all sums due now or hereafter by Borrower for the payment of monies to the Governmental Lender or any other person under the Borrower Note, this Borrower Loan Agreement or any of the other Borrower Loan Documents.

"**Permitted Encumbrances**" shall have the meaning given to such term in the Security Instrument.

"**Permitted Lease**" shall mean a lease and occupancy agreement pursuant to the form approved by Funding Lender, in a residential rental building in compliance with the Legal Requirements providing for an original term of not less than one (1) month nor more than two (2) years.

"**Person**" shall mean a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust, any other legal entity, or any Governmental Authority.

"**Plan**" shall mean any employee benefit or other plan established or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate may be or is obligated to make contributions and (a) which is covered by Title IV of ERISA or Section 302 of ERISA or Section 412 of the Code.

"**Plans and Specifications**" shall mean the plans and specifications for the construction and/or rehabilitation, as the case may be, of the Project approved by Funding Lender.

"**Potential Default**" shall mean the occurrence of an event which, under this Borrower Loan Agreement or any other Borrower Loan Document, would, but for the giving of notice or passage of time, be an Event of Default.

"**Prepayment Premium**" shall mean any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any prepayment premium as set forth in the Borrower Note).

"**Project**" shall mean the Mortgaged Property (as defined in the Security Instrument) and Improvements thereon owned by the Borrower and encumbered by the Security Instrument, together with all rights pertaining to such real property and Improvements, as more particularly described in the Granting Clauses of the Security Instrument and referred to therein as the "Mortgaged Property."

"**Project Agreements and Licenses**" shall mean any and all Construction Contracts, Engineer's Contracts and Management Agreements, and all other rights, licenses, permits, franchises, authorizations, approvals and agreements relating to use, occupancy, operation or leasing of the Project or the Mortgaged Property.

"**Provided Information**" shall have the meaning set forth in Section 9.1.1(a) hereof.

"**Qualified Project Costs**" shall mean costs paid with respect to the Project that meet each of the following requirements: (i) the costs are properly chargeable to capital account (or would be also chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general federal income tax principles and in accordance with Section 1.103-8(a)(1) of the Regulations, provided, however, that only such portion of the interest accrued during rehabilitation or construction of the Project (in the case of rehabilitation, with respect to vacated units only) shall be eligible to be a Qualified Project Cost as bears the same ratio to all such interest as the Qualified Project Costs (but not all costs) of the acquisition and construction or rehabilitation of the Project, and provided further that interest accruing after the date of completion of the Project shall not be a Qualified Project Cost, and provided still further that if any portion of the Project is being constructed or rehabilitated by an Affiliate (whether as general contractor or a subcontractor), Qualified Project Costs shall include only (A) the actual out of pocket costs incurred by such affiliate in constructing or rehabilitating the Project (or any portion thereof), (B) any reasonable fees for supervisory services actually rendered by such affiliate, and (C) any overhead expenses incurred by such affiliate which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an "affiliated group" (within the meaning of Section 1504 of the Code) participating in the rehabilitation or construction of the Project or payments received by such affiliate due to early completion of the Project (or any portion thereof), (ii) the costs are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code, (iii) the costs are paid after the earlier of 60 days prior to October 5, 2011, being the date on which the Governmental Lender first declared its "official intent" to reimburse costs paid with respect to the Project (within the meaning of Section 1.150-2 of the Regulations) or the date of issue of the Funding Loan, and (iv) if the costs of the acquisition and construction or rehabilitation of the Project were previously paid and are to be reimbursed with proceeds of the Funding Loan such costs were (A) "preliminary expenditures" (within the meaning of Section 1.150-2(f)(2) of the Regulations) with respect to the Project (such as architectural, engineering and soil testing services) incurred before commencement of acquisition and construction or rehabilitation of the Project that do not exceed twenty percent (20%) of the issue price of the Governmental Lender Note (as defined in Section 1.148-1 of the Regulations) or (B) were capital expenditures with respect to the Project that are reimbursed no later than 18 months after the later of the date the expenditure was paid or the date the Project is placed in service (but no later than three years after the expenditures is paid), provided, however, that (w) Costs of Funding shall not be deemed to be Qualified Project Costs, (x) fees, charges or profits (including, without limitation, developer fees) payable to the Borrower or a "related person" (within the meaning of Section 144(a)(3) of the Code) shall not be deemed to be Qualified Project Costs, (y) letter of credit fees and municipal bond insurance premiums which represent a transfer of credit risk shall be allocated between

Qualified Project Costs and other costs and expenses to be paid from the proceeds of the Funding Loan and (2) 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 Project Costs.

"**Rebate Amount**" shall mean, for any given period, the amount determined by the Rebate Analyst as required to be rebated or paid as a yield reduction payment to the United States of America with respect to the Funding Loan.

"**Rebate Analyst**" shall mean the rebate analyst selected by the Borrower prior to the Closing Date and acceptable to the Governmental Lender and the Funding Lender. The initial Rebate Analyst shall be

"**Rebate Analyst's Fee**" shall mean the annual fee of the Rebate Analyst in the amount of $ The Rebate Analyst's Fee is payable by the Borrower to the Rebate Analyst, commencing , 20 , every fifth anniversary thereof, and the Maturity Date.

"**Rebate Fund**" shall mean the Rebate Fund created pursuant to Section 5.15 hereof.

"**Redevelopment Agreement**" shall mean that certain Redevelopment Agreement of even date herewith between the Governmental Lender, Borrower and Burton Brownsville LLC, an Illinois limited liability company (the "Sponsor").

"**Related Documents**" shall mean, collectively, any agreement or other document (other than the Borrower Loan Documents) granting a security interest (including each agreement that is the subject of any Borrower Loan Document), the Partnership Agreement, and any other agreement, instrument or other document (not constituting a Borrower Loan Document) relating to or executed in connection with the transactions contemplated by this Borrower Loan Agreement.

"**Replacement Reserve Agreement**" shall mean any Replacement Reserve Agreement between the Borrower and the Funding Lender, as the same may be amended, restated or supplemented from time to time.

"**Replacement Reserve Fund Requirement**" means Borrower's funding obligations from time to time under the Replacement Reserve Agreement.

"**Retainage**" shall mean, for each Construction Contract, the greater of (a) ten percent (10%) of all amounts required to be paid by a Contractor under the Construction Contract and (b) the actual retainage required under such Construction Contract, which shall be released upon satisfaction of the conditions set forth in Section 3.13 of the Construction Funding Agreement.

"**Secondary Market Disclosure Document**" shall have the meaning set forth in Section 9.1.2 hereof.

"**Secondary Market Transaction**" shall have the meaning set forth in Section 9.1.1 hereof.

"**Securities**" shall have the meaning set forth in Section 9.1.1 hereof.

"**Securities Act**" shall mean the Securities Act of 1933 as amended.

"**Security**" shall have the meaning set forth in Article IV of the Funding Loan Agreement.

"**Security Documents**" shall mean the Security Instrument, the Replacement Reserve Agreement, the Collateral Agreements, the Collateral Assignments, this Borrower Loan Agreement, the Environmental Agreement, and such other security instruments that Funding Lender may reasonably request.

"**Security Instrument**" shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

"**Servicer**" shall mean the Servicer contracting with or appointed by the Funding Lender to service the Borrower Loan. The initial Servicer shall be Citibank, N.A.

"**Servicer's Fee**" shall mean the fee due to the Servicer for services rendered pursuant to the Borrower Loan Documents and the Servicing Agreement in an amount equal to one twelfth of 0.10% of outstanding principal amount of the Borrower Loan payable monthly in arrears.

"**Servicing Agreement**" shall mean any servicing agreement or master servicing agreement, among the Servicer and the Funding Lender relating to the servicing of the Borrower Loan and any amendments thereto or any replacement thereof.

"**Standard & Poor's**" or "**S&P**" shall mean Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business division or its successors.

"**State**" shall mean the State in which the Project is located.

"**Subordinate Debt**" shall mean the subordinate loans to Borrower (i) in the amount of $12,370,000 being made by the Chicago Housing Authority, as a Subordinate Lender, as of the Closing Date pursuant to the Subordinate Loan Documents, (ii) in the amount of $5,000,000 being made by the City of Chicago through its Neighborhood Stabilization Program], as a Subordinate Lender as of the Closing Date pursuant to the Subordinate Loan Documents, and (iii) in the amount of $35,343,572 being made by Bruton Rosenwald, LLC, as a Subordinate Lender as of the Closing Date pursuant to the Subordinate Loan Documents.]

"**Subordinate Lender**" shall mean Chicago Housing Authority, the City of Chicago, through its Neighborhood Stabilization Program and The Bartos Foundation, each as applicable.

"**Subordinate Loan Documents**" shall mean, collectively, all instruments, agreements and other documents evidencing, securing or otherwise relating to the Subordinate Debt or executed and delivered by Borrower and/or Subordinate Lender in connection with the Subordinate Debt.

"**Substantial Completion Date**" means the date that is three (3) months prior to the Completion Date.

"**Substantially Complete**" or "**Substantially Completed**" means the Funding Lender has determined that construction or rehabilitation, as the case may be, of the Improvements is sufficiently complete such that the Improvements can be occupied by tenants as a multifamily residential rental project.

"**Tax Counsel**" shall have the meaning set forth in the Funding Loan Agreement.

"**Taxes**" shall mean all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against all or part of the Project.

"Loan" shall mean the loan evidenced by the Borrower Loan Agreement pursuant to Section 2.01.

"Title Company" means Old Republic National Title Insurance Company.

"Title Insurance Policy" shall mean the owner's policy of title insurance policy, in form acceptable to the Funding Lender, issued with respect to the Mortgaged Property and insuring the lien of the Security Instrument.

"Transfer" shall have the meaning given to that term in the Security Instrument.

"UCC" shall mean the Uniform Commercial Code as in effect in the State.

"Unit" shall mean a residential apartment unit within the Improvements.

"Written Consent" and "Written Notice" shall mean a written consent or notice signed by an Authorized Borrower Representative or an authorized representative of the Governmental Lender or the Funding Lender, as appropriate.

ARTICLE II
GENERAL

Section 2.1. Origination of Borrower Loan. In order to provide funds for the purposes provided herein, the Governmental Lender agrees that, on the terms and conditions contained in the Funding Loan Agreement and upon the Funding Lender's approval of the Funding Lender. The proceeds of the Funding Loan shall be advanced by the Funding Lender to the Borrower in accordance with the terms of the Construction Funding Agreement and the Borrower Loan Agreement.

The Governmental Lender hereby appoints the Funding Lender as its agent with full authority and power to act on its behalf to disburse the Borrower Loan for the account of the Governmental Lender, to take certain actions and exercise certain remedies with respect to the Borrower Loans, and for the other purposes set forth in this Borrower Loan Agreement and the other documents necessary or incidental to the performance and execution hereof. This appointment is coupled with an interest and is irrevocable except as expressly set forth herein. Accordingly, references to the rights of the Funding Lender to take action under this Borrower Loan Agreement shall refer to Funding Lender in its role as agent of the Governmental Lender. The Funding Lender may designate Servicer to fulfill the rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to this Section 2.1; provided, however, that such designation shall not relieve or absolve Funding Lender from ultimate responsibility for the fulfillment of such rights or responsibilities.

Section 2.2. Security for the Funding Loan.

(a) As security for the Funding Loan, the Governmental Lender has pledged and assigned the Security to the Funding Lender under and pursuant to the Funding Loan Agreement. All revenues and assets pledged or assigned hereby shall immediately be subject to the lien of such pledge without any physical delivery thereof or any further act, except in the case of the Borrower Note, which shall be delivered to the Funding Lender. The Borrower hereby acknowledges and consents to such assignment to the Funding Lender.

(b) With respect to the Unassigned Rights, subject to the limitations set forth in this Section 2.2, the Governmental Lender may:

(i) Tax Covenants. Seek specific performance of, and enforce, the tax covenants of the Funding Loan Agreement, and the Funding Loan Documents, injunctive relief against acts which may be in violation of any of the tax covenants, and enforce the Borrower's obligation to pay amounts for credit to the Rebate Fund.

(ii) Reserved Rights. Take whatever action at law or in equity which appears necessary or desirable to enforce the other Unassigned Rights.

(c) The Governmental Lender shall provide written notice to the Funding Lender and the Servicer immediately upon taking any action at law or in equity to exercise any remedy or direct any proceeding under the Borrower Loan Documents or the Funding Loan Documents.

Section 2.3. Loan; Borrower Note; Conditions to Closing

(a) The Funding Loan shall be funded directly to the Borrower by the Funding Lender through the Construction Funding Agreement, in one or more installments not to exceed the Borrower Loan Amount in accordance with the disbursement procedures set forth in the Construction Funding Agreement. Upon funding of each installment of the Funding Loan, the Governmental Lender shall be deemed to have made the Borrower Loan to the Borrower in a like principal amount. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Note. The proceeds of the Borrower Loan shall be used by the Borrower to pay costs of the acquisition, construction, rehabilitation, development, equipping and/or operation of the Project. The Borrower hereby accepts the Borrower Loan and acknowledges that the Governmental Lender shall cause the Funding Lender to fund the Borrower Loan in the manner set forth herein and in the Funding Loan Agreement. The Governmental Lender acknowledges that the Borrower Loan shall be funded by the Funding Lender for the account of the Governmental Lender.

(b) The Borrower hereby accepts the Borrower Loan. As evidence of its obligation to repay the Borrower Loan, sign hereto, with the delivery of this Borrower Loan Agreement to the Governmental Lender, the Borrower hereby agrees to execute and deliver the Borrower Note. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Note.

(c) Closing of the Borrower Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Governmental Lender and the Funding Lender, in their sole discretion of each of the conditions precedent to closing set forth in the Funding Loan Agreement and this Borrower Loan Agreement, including but not limited to the following:

(i) evidence of proper recordation of the Security Instrument, an assignment of the Security Instrument from the Governmental Lender to the Funding Lender, the Regulatory Agreement, and each of the other documents specified for recording in instructions delivered to the Title Company by counsel to the Funding Lender (or that such documents have been delivered to an authorized agent of the Title Company for recordation under binding recording instructions from Funding Lender's counsel or such other counsel as may be acceptable to the Funding Lender); and

(ii) delivery into escrow with the Title Company (or separate escrow company, if applicable) of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit and the Borrower Initial

Equity, all as specified in written instructions delivered to the Title Company by counsel to the Funding Lender or such other counsel as may be acceptable to the Funding Lender;

(iii) payment of all fees payable in connection with the closing of the Borrower Loan including the Governmental Lender's Closing Fee.

Section 2.4. Borrower Loan Payments.

(a) The Borrower shall make Borrower Loan Payments in accordance with the Borrower Note. Each Borrower Loan Payment made by the Borrower shall be made in funds immediately available to the Funding Lender or the Servicer by 2:00 p.m., New York City time, on the Borrower Loan Payment Date. Each such payment shall be made to the Funding Lender or the Servicer by deposit to such account as the Funding Lender or Servicer, as applicable, shall designate by Written Notice to the Borrower. Whenever any Borrower Loan Payment shall be stated to be due on a day that is not a Business Day, such payment shall be due on the first Business Day immediately thereafter. In addition, the Borrower shall make Borrower Loan Payments in accordance with the Borrower Note on the amounts and at the times necessary to make all payments due and payable on the Funding Loan. All payments made by the Borrower hereunder or by the Borrower under the other Borrower Loan Documents, shall be made irrespective of, and without any deduction for, any set-offs or counterclaims, but such payment shall not constitute a waiver of any such set-offs or counterclaims.

(b) Unless there is an Servicer, payments of principal and interest on the Borrower Note shall be paid to the Servicer. If there is an Servicer, payments of principal and interest on the Borrower Note shall be paid directly to Funding Lender.

Section 2.5. Additional Borrower Payments.

(a) The Borrower shall pay as additional fee hereunder, amounts:

(i) to the Servicer or the Funding Lender, the Rebate Amount then due, if any, to be deposited in the Rebate Fund as specified in Section 5.7 hereof or the Rebate Analyst's fee and any other costs incurred to calculate such Rebate Amount to the extent such costs are not included in the Borrower Loan Payments;

(ii) to the Governmental Lender, the Ongoing Governmental Lender Fee and all fees, charges, costs, advances, indemnities and expenses, including attorneys' fees, of the Governmental Lender incurred under the Borrower Loan Documents or the Funding Loan Documents, and any taxes and assessments with respect to the Project, as and when the same become due;

(iii) to the Servicer, the Servicer's fee, payable monthly in arrears;

(iv) all Costs of Issuance and fees, charges and expenses, including bond and counsel fees, incurred in connection with the origination of the Borrower Loan and the Funding Loan, as and when the same become due;

(v) to the Funding Lender, all charges, costs, advances, indemnities and expenses, including attorneys' fees, of the Funding Lender incurred by the Funding Lender at any time in connection with the Borrower Loan, the Funding Loan or

the Project, including, without limitation, reasonable counsel fees and expenses incurred in connection with the interpretation, performance, or amendment and all counsel fees and expenses relating to the enforcement of the Borrower Loan Documents or the Funding Loan Documents or any other documents relating to the Project or the Borrower Loan or in connection with questions or other matters arising under such documents or in connection with any federal or state tax audit; and

(vi) any Late Charge due and payable under the terms of the Borrower Note and Section 2.6 hereof, provided, however, that all payments made pursuant to this subsection (vi) shall be made to the Servicer or, if there is no Servicer, such payments shall be made to the Funding Lender.

(b) The Borrower shall pay to the party entitled thereto as expressly set forth in this Borrower Loan Agreement or the other Borrower Loan Documents or Funding Loan Documents:

(i) all expenses incurred in connection with the enforcement of any rights under this Borrower Loan Agreement or any other Borrower Loan Document, the Regulatory Agreement, or any Funding Loan Document by the Governmental Lender, Funding Lender or the Servicer;

(ii) all other payments of whatever nature that the Borrower has agreed to pay or assume under the provisions of this Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document; and

(iii) all expenses, costs and fees relating to inspections of the Project required by the Governmental Lender, the Funding Lender, the Servicer or the Construction Consultant, in accordance with the Borrower Loan Documents or the Funding Loan Documents or to reimburse such parties for such expenses, costs and fees.

Section 2.6. Overdue Payments; Payments at Default. If any Borrower Payment Obligation is not paid by or on behalf of the Borrower when due, the Borrower shall pay to the Servicer, a Late Charge in the amount and to the extent set forth in the Borrower Note, if any.

Section 2.7. Calculation of Interest Payments and Deposits to Real Estate Related Reserve Funds. The Borrower acknowledges as follows: (a) calculation of all interest payments shall be made by the Funding Lender, (b) deposits with respect to the Taxes and Other Charges shall be calculated by the Servicer or, if there is no Servicer, the Funding Lender, in accordance with the Security Instrument, and (c) deposits with respect to any replacement reserve funds required by the Funding Lender shall be calculated by the Servicer in accordance with the Replacement Reserve Agreement. In the event and to the extent that the Servicer or the Funding Lender, pursuant to the terms hereof, shall determine at any time that there exists a deficiency in amounts previously owed but not paid with respect to deposits to such replacement reserve fund, such deficiency shall be immediately due and payable hereunder by Borrower, Written Notice to the Borrower.

Section 2.8. Grant of Security Interest; Application of Funds. To the extent not inconsistent with the Security Instrument and as security for payment of the Borrower Payment Obligations and the performance by the Borrower of all other terms, conditions and provisions of the Borrower Loan Documents, the Borrower hereby pledges and assigns to the Funding Lender, and grants to the Funding Lender a security interest in all the Borrower's right, title and interest in and to all payments from mortgagors held in the funds and accounts created and held by the Funding Lender or the Servicer for the Project. This Borrower Loan Agreement is, among other things, intended by the parties

to be a security agreement for purposes of the UCC. Upon the occurrence and during the continuance of an Event of Default hereunder, the Funding Lender and the Servicer shall apply or cause to be applied any sums held by the Funding Lender and the Servicer with respect to the Project in any manner and in any order determined by Funding Lender, in Funding Lender's sole and absolute discretion.

Section 2.9. Marshalling; Payments Set Aside. The Governmental Lender and Funding Lender shall be under no obligation to marshal any assets in favor of Borrower or any other Person or against or in payment of any or all of the proceeds. To the extent that Borrower makes a payment or payments or transfers any assets to the Governmental Lender or Funding Lender, or the Governmental Lender or Funding Lender enforces its liens, and such payment or payments or transfers or the proceeds of such enforcement or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party in connection with any insolvency proceeding, or otherwise, then: (i) any and all obligations owed to the Governmental Lender or Funding Lender and any and all remedies available to the Governmental Lender or Funding Lender under the terms of the Borrower Loan Documents and the Funding Loan Documents or in law or equity against Borrower, General Partner or Guarantor and/or any of their properties shall be automatically revived and reinstated to the extent (and only to the extent) of any recovery permitted under clause (ii) below, and (ii) the Governmental Lender and Funding Lender shall be entitled to recover (and shall be entitled to file a proof of claim to obtain such recovery in any applicable bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding) either: (x) the amount of payments or the value of the transfer or (y) if the transfer has been undone and the assets returned in whole or in part, the value of the consideration paid to or received by Borrower for the initial asset transfer, plus in each case, any deferred interest from the date of the disbursement to the date of distribution to the Governmental Lender or Funding Lender in any bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding, and any costs and expenses due and owing, including, without limitation, any reasonable attorneys' fees incurred by the Governmental Lender or Funding Lender in connection with the exercise by the Governmental Lender or Funding Lender of its rights under this Section 2.9.

Section 2.10. Borrower Loan Disbursements. The Borrower Loan shall be disbursed by the Funding Lender, as agent for the Governmental Lender, pursuant to the Construction Funding Agreement.

ARTICLE III
[RESERVED]

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.1. Borrower Representations. To induce the Governmental Lender to execute this Borrower Loan Agreement and to induce Funding Lender to make Disbursements, Borrower represents and warrants for the benefit of the Governmental Lender, Funding Lender and the Servicer, that the representations and warranties set forth in this Section 4.1 are complete and accurate as of the Closing Date and will be complete and accurate, and deemed remade, as of the date of each Disbursement, in accordance with the terms and conditions of the Borrower Note. Subject to Section 4.2 hereof, the representations, warranties and agreements set forth in this Section 4.1 shall survive the making of the Borrower Loan, and shall remain in effect and true and correct in all material respects until the Borrower Loan and all other Payment Obligations have been repaid in full.

Section 4.1.1 Organization; Special Purpose. The Borrower is in good standing under the laws of the State (and under the laws of the state in which the Borrower was formed if the Borrower was not formed under the laws of the State), has full legal right, power and authority to enter into the Borrower Loan Documents to which it is a party and to carry out and consummate all transactions contemplated by the Borrower Loan Documents to which it is a party, and by proper corporate (limited partnership or limited liability company action, as appropriate) has duly authorized the execution, delivery and performance of the Borrower Loan Documents to which it is a party. The Person(s) of the Borrower executing the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are duly authorized to execute the same. The Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party have been duly authorized, executed and delivered by the Borrower. The sole purpose of the Borrower is the ownership, management and operation of the Project.

Section 4.1.2 Proceedings; Enforceability. Assuming due execution and delivery by the other parties thereto, the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their terms, except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

Section 4.1.3 No Conflicts. The execution and delivery of the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Partnership Agreement of the Borrower, or to the best knowledge of the Borrower and with respect to the Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents or the financial condition, assets, properties or operations of the Borrower.

Section 4.1.4 Litigation; Adverse Facts. Except as otherwise disclosed to the Governmental Lender and the Funding Lender by the Borrower in writing to the satisfaction of the Governmental Lender and the Funding Lender there is no Legal Action, nor is there a basis known to Borrower for any Legal Action, pending or by any governmental or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower after reasonable investigation, threatened against or affecting the Borrower or the Guarantor, or their respective assets, properties or operations which, if determined adversely to the Borrower or its interests would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, the Borrower Loan Documents or the Funding Loan Documents, upon the ability of each of Borrower, General Partner and Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or upon the financial condition, assets, liabilities, the Project, properties or operations of the Borrower or the Guarantor. None of the Borrower, General Partner or Guarantor is in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority,

which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the ability of each of Borrower, General Partner and Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or the financial condition, assets, properties or operations of the Borrower, General Partner or Guarantor. None of Borrower, General Partner or Guarantor are (a) in violation of any applicable law which violation materially and adversely affects or may materially and adversely affect the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable; (b) subject to, or in default with respect to, any unwaived Legal Requirement that would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable, or (c) in default with respect to any agreement to which Borrower, General Partner or Guarantor, as applicable, are a party or by which they are bound, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable, and (d) there is no Legal Action pending or, to the knowledge of Borrower, threatened against or affecting Borrower, General Partner or Guarantor questioning the validity or the enforceability of this Borrower Loan Agreement or any of the other Borrower Loan Documents or the Funding Loan Documents or of any of the Related Documents. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due (including interest and penalties), except such, if any, as are being actively contested by the Borrower in good faith have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein. (f) Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating the facilities.

Section 4.1.5 Agreements; Consents; Approvals. Except as contemplated by the Borrower Loan Documents and the Funding Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower, the Project, or the Borrower's business, properties, operations or financial condition or business prospects, except the Permitted Encumbrances. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Permitted Encumbrance or any other agreement or instrument to which it is a party or by which it or the Project is bound.

No consent or approval of, or transfer or pledge of any indebtedness of the Borrower, and to the best knowledge of the Borrower and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except no representation is made with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Borrower Loan Documents or the Funding Loan Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

Section 4.1.6 Title. The Borrower shall have marketable title to the Project, free and clear of all Liens except the Permitted Encumbrances. The Security Instrument, when properly recorded in the appropriate records, together with any UCC financing statements required to be filed in connection therewith, will create a valid, perfected first priority Lien on the fee (or leasehold if applicable) interest in the Project and the perfected security interests in and to, and perfected collateral assignments of, all personalty included in the Project (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances. To the Borrower's knowledge, there are no delinquent real property taxes or assessments, including water and sewer charges, with respect to the

Project, nor are there any claims for payment for work, labor or materials affecting the Project which are or may become a Lien prior to, or of equal priority with, the Liens created by the Borrower Loan Documents and the Funding Loan Documents.

Section 4.1.7 Survey. To the best knowledge of the Borrower, the survey for the Project delivered to the Governmental Lender and the Funding Lender does not fail to reflect any material matter affecting the Project or the title thereto.

Section 4.1.8 No Bankruptcy Filing. The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property (a "Bankruptcy Proceeding"), and the Borrower has no knowledge of any Person contemplating the filing of any such petition against it. As of the Closing Date, the Borrower has the ability to pay its debts as they become due.

Section 4.1.9 Full and Accurate Disclosure. No statement of fact made by the Borrower in any Borrower Loan Document or any Funding Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were made, not misleading. There is no material fact or circumstance presently known to the Borrower that has not been disclosed to the Governmental Lender and the Funding Lender which materially and adversely affects the Project or the business, operations or financial condition or business prospects of the Borrower or the Borrower's ability to meet its obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and Funding Loan Documents to which it is a party in a timely manner.

Section 4.1.10 No Plan Assets. 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.

Section 4.1.11 Compliance. The Borrower, the Project and the use thereof will comply to the extent required, in all material respects with all applicable Legal Requirements. The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority, the violation of which would materially adversely affect the financial condition or business prospects of the business of the Borrower. There has not been committed by the Borrower or any Affiliate 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 or any moneys paid in performance of the Borrower's obligations under any Borrower Loan Document or any Funding Loan Documents.

Section 4.1.12 Contracts. All service, maintenance or repair contracts affecting the Project have been entered into at arm's length (except for such contracts between the Borrower and its affiliates or the affiliates of the Borrower Controlling Entity of the Borrower) in the ordinary course of the Borrower's business and provide for the payment of fees in amounts and upon terms comparable to existing market rates.

Section 4.1.13 Financial Information. All financial data, including any statements of cash flow and income and operating expenses, that have been delivered to the Governmental Lender or the Funding Lender in respect of the Project by or on behalf of the Borrower, to the best knowledge of the Borrower, (i) are accurate and complete in all material respects, (ii) accurately represent the financial condition of the Project as of the date of such reports, and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied

throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Borrower Loan Documents or the Funding Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, material forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments. Since the date of such financial statements, there has been no materially adverse change in the financial condition, operations or business of the Borrower from that set forth in said financial statements.

Section 4.1.14 Condemnation. No condemnation or other proceeding has been commenced or, to the Borrower's knowledge, is contemplated, threatened or pending with respect to all or any part of the Project or for the relocation of roadways providing access to the Project.

Section 4.1.15 Federal Reserve Regulations. No part of the proceeds of the Borrower 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 by the Borrower Loan Documents or Funding Loan Documents.

Section 4.1.16 Utilities and Public Access. To the best of the Borrower's knowledge the Project is or will be served by water, sewer, storm sewer and electric utility facilities adequate to service it for its intended uses. All public utilities necessary or convenient to the full use and enjoyment of the Project are or will be located in the public right of way abutting the Project, and all such utilities are or will be connected so as to serve the Project without passing over other property absent a valid easement. All roads necessary for the use of the Project for its current purposes have been or will be completed and dedicated to public use and accepted by all Governmental Authorities. Except for Permitted Encumbrances, the Project does not share any common access through any easement or private road or share amenities with any property not encumbered by the Mortgage. All recreational facilities and amenities that are not located on the Project and under the exclusive control of the Borrower, to which Owner is granted express and egress easements, shall exist pursuant to valid and binding easements or contractual rights under which the access to and use and enjoyment of the easements, private roads and/or recreational facilities and amenities is granted, (a) the number of parties sharing such easements and/or recreational facilities and amenities must be specified, (b) the Borrower's pro-rata liabilities and share of expenses are specified and (c) the failure to pay any maintenance fee with respect to an easement will not result in a loss of usage of the easement.

Section 4.1.17 Not a Foreign Person. The Borrower is not a "foreign person" within the meaning of §1445(f)(3) of the Code.

Section 4.1.18 Separate Lots. Each parcel comprising the Land is a separate lot and tax lot and is not a portion of any other tax lot that is not part of the Land.

Section 4.1.19 Assessments. Except as otherwise disclosed to the Governmental Lender and the Lending Center by the Borrower in writing to the satisfaction of the Governmental Lender and the Lending Center, there are no pending or, to the Borrower's best knowledge, proposed special or other assessments for public improvements or otherwise affecting the Project, nor are any contemplated improvements to the Project that may result in such special or other assessments.

Section 4.1.20 Enforceability. The Borrower Loan Documents and the Funding Loan Documents are not subject to, or if the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

Section 4.1.21 **Insurance.** The Borrower has obtained the insurance required by the Borrower Loan Agreement, if applicable, and the Security Instrument and has delivered to the Servicer copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Borrower Loan Agreement, if applicable, and the Security Instrument.

Section 4.1.22 **Use of Property; Licenses.** The Project will be used exclusively as a multifamily residential rental property and other appurtenant and related uses, which use is consistent with the Zoning Classification for the Project. All certificates, permits, licenses and approvals, including certificates of completion and occupancy permits required for the legal use or legal, non-conforming use, as applicable, occupancy and operation of the Project (collectively, the "Licenses") required at this time for the construction or rehabilitation, as appropriate, and occupancy of the Project have been obtained or, to the Borrower's knowledge, all Licenses 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 Licenses required for the future use and occupancy of the Project and not heretofore obtained by the Borrower will not be obtained by the Borrower in the ordinary course following the Completion Date. No Licenses 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 sale under the Security Instrument or deed in lieu of foreclosure thereunder. The Project does not violate any density or building setback requirements of the applicable zoning law except to the extent, if any, shown on the survey. No proceedings are, to the best of the Borrower's knowledge, pending or threatened that would result in a change of the zoning of the Project.

Section 4.1.23 **Flood Zone.** Either all Improvements will be constructed above the flood grade or the Borrower will obtain appropriate flood insurance as directed by the Servicer.

Section 4.1.24 **Physical Condition.** The Project, including all Improvements, parking facilities, systems, fixtures, equipment and landscaping, are or, after completion of the construction, rehabilitation and/or repairs, as appropriate, will be in good and habitable condition in all material respects and in good order and repair in all material respects (reasonable wear and tear excepted). The Borrower has not received notice from any insurance company or bonding company of any defect or inadequacy in the Project, or any part thereof, which would adversely affect its insurability or cause the imposition of extraordinary premiums or charges thereon or any termination of any policy of insurance or bond. The physical configuration of the Project is not in material violation of the ADA, if required under applicable law.

Section 4.1.25 **Encroachments.** All of the Improvements included in determining the appraised value of the Project will lie wholly within the boundaries and building restriction lines of the Project, and no improvements on adjoining properties encroach upon the Project, and no easement or other encumbrance upon the Project encroaches upon any of the Improvements, so as to affect the value or marketability of the Project, except those insured against by the Title Insurance Policy or disclosed on the survey of the Project as approved by the Servicer.

Section 4.1.26 **State Law Requirements.** The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable State laws relating to the Borrower Loan, the Lender, the Loan and the Project.

Section 4.1.27 **Filing and Recording Taxes.** All transfer taxes, deed stamps, intangible taxes or other amounts in the nature of transfer taxes required to be paid by any Person under applicable Legal Requirements in connection with the transfer of the Project to the Borrower have been paid. All mortgage, mortgage recording, stamp, intangible or other similar taxes required to be paid by any Person under applicable Legal Requirements in connection with the execution, delivery, recordation, filing,

registration, perfection or enforcement of any of the Borrower Loan Documents and the Funding Loan Documents have been or will be paid.

Section 4.1.28 Investment Company Act. 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; or (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.

Section 4.1.29 Fraudulent Transfer. The Borrower has not accepted the Borrower Loan or entered into any Borrower Loan Document or Funding 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 Borrower Loan Documents and the Funding Loan Documents. Giving effect to the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the fair saleable value of the Borrower's assets exceeds and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding 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 Borrower Loan Documents and the Funding Loan Documents, be greater than the Borrower's probable liabilities, including the 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 Borrower Loan Documents and the Funding 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 that 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).

Section 4.1.30 Ownership of the Borrower. Except as set forth in the Partnership Agreement of the Borrower, the Borrower has no obligation to any Person to purchase, repurchase or issue any ownership interest in it.

Section 4.1.31 Environmental Matters. To the best of Borrower's knowledge, the Project is not in violation of any Legal Requirement pertaining to or imposing liability or standards of conduct concerning environmental regulation, contamination or clean up, and will comply with covenants and restrictions relating to environmental hazards as set forth in the Security Instrument. The Borrower will execute and deliver the Agreement of Environmental Indemnification.

Section 4.1.32 Name; Principal Place of Business. Unless prior Written Notice is given to the Funding Lender, the Borrower does not use and will not use any trade name other than "Rosenwald Courts" and has not done and will not do business under any name other than its actual name set forth herein. The principal place of business of the Borrower is its primary address for notice, as set forth in Section 10.1 hereof, and the Borrower has no other place of business, other than the Project and such principal place of business.

Section 4.1.33 Subordinated Debt. There is no secured or unsecured indebtedness with respect to the Project or any residual interest therein other than Permitted Encumbrances and the permitted secured indebtedness described in Section 6.2 hereof, except an unsecured deferred developer fee not to exceed the amount permitted by Funding Lender as determined on the Closing Date.

Section 4.1.34 Filing of Taxes. The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid or made

adequate provision for the payment of all federal, state and local taxes, Impact Assessments, if any, payable by the Borrower.

Section 4.1.55 General Tax Certificate. All representations, warranties and certifications of the Borrower set forth in the Regulatory Agreement and the Tax Compliance Agreement are incorporated by reference herein and the Borrower will comply with such as if set forth herein.

Section 4.1.56 Approval of the Borrower Loan Documents and Funding Loan Documents. By the execution and delivery of the Borrower Loan Agreement, the Borrower approves the form and substance of the Borrower Loan Documents and the Funding Loan Documents, and agrees to carry out the responsibilities and duties specified in the Borrower Loan Documents and the Funding Loan Documents to be carried out by the Borrower. The Borrower acknowledges that it understands the nature and structure of the transactions relating to the financing of the Project pursuant to the provisions of all of the Borrower Loan Documents and the Funding Loan Documents and other documents and instruments relating to the financing, (c) it understands the risks inherent in such transactions, including without limitation the risk of loss of the Project, and (d) it has not relied on the Governmental Lender, the Funding Lender or the Servicer for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Lender or the Servicer in any manner.

Section 4.1.57 Funding Loan Agreement. The Borrower has read and accepts and agrees that it is bound by the Funding Loan Agreement and the Funding Loan Documents.

Section 4.1.58 Americans with Disabilities Act. The Project, as designed, will conform in all material respects with all applicable zoning, planning, building and environmental laws, ordinances and regulations of governmental authorities having jurisdiction over the Project, including, but not limited to, the Americans with Disabilities Act of 1990 ("ADA"). To the extent required, the architect hired by it and stated in certificate to such effect.

Section 4.1.59 Requirements of Code and Regulations. The Project satisfies all requirements of the Code and the Regulations applicable to the Project.

Section 4.1.60 Regulatory Agreement. The Project is and the duration of occupancy of the Qualified Units, in compliance with all requirements of the Regulatory Agreement to the extent such requirements are applicable, and the Borrower intends to cause the Qualified Units in the Project to be rented or available for rental on a basis which satisfies the requirements of the Regulatory Agreement, including all applicable requirements of the Code and the Regulations, and pursuant to leases which comply with all applicable laws.

Section 4.1.61 Intention to Make Project. The Borrower intends to hold the Project for the term as set forth in the current plans, and has not entered into any agreement to sell the Project or any part of it, and the Borrower intends to cause the Project to be occupied and to operate or cause it to be operated at all times during the term of this Borrower Loan Agreement in compliance with the terms of this Borrower Loan Agreement and the Regulatory Agreement and does not know of any reason why the Project will not be so used by it or by the then owner of it, assuming no unanticipated event or actions by it or its employees or control.

Section 4.1.42 Concerning General Partner.

(a) The General Partner of Borrower is a limited liability company duly organized and validly existing under the laws of the State. The General Partner has all requisite power and authority, rights and franchises to enter into and perform its obligations under the Borrower Loan Documents and the Funding Loan Documents to be executed by such General Partner for its own account and on behalf of Borrower, as General Partner of Borrower, under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents.

(b) General Partner has made all filings (including, without limitation, all required filings related to the use of fictitious business names) and is in good standing in the State and in each other jurisdiction in which the character of the property it owns or the nature of the business it that such makes such filings necessary or where the failure to make such filings could have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of General Partner.

(c) General Partner is duly authorized to do business in the State.

(d) The execution, delivery and performance by Borrower of the Borrower Loan Documents and the Funding Loan Documents have been duly authorized by all necessary action of General Partner on behalf of Borrower and by all necessary action on behalf of General Partner.

(e) The execution, delivery and performance by General Partner on behalf of Borrower, of the Borrower Loan Documents and the Funding Loan Documents will not violate (i) General Partner's organizational documents, (ii) any other Legal Requirement affecting General Partner or any of its properties, or (iii) any agreement to which General Partner is bound or to which it is a party, and will not result in or require the creation (except as provided in or contemplated by this Borrower Loan Agreement) of any Lien upon any of such properties, any of the Collateral or any of the property or funds pledged or delivered to Funding Lender pursuant to the Security Documents.

Section 4.1.43 Government and Private Approvals. All governmental or regulatory orders, consents, permits, authorizations and approvals required for the construction, rehabilitation, use, occupancy and operation of the Improvements, that may be granted or denied in the discretion of any Governmental Authority, have been obtained and are in full force and effect for, in the case of any of the foregoing that Borrower is not required to have as of the Closing Date, will be obtained, and will be maintained in full force and effect at all times during the construction or rehabilitation of the Improvements. All such orders, consents, permits, authorizations and approvals that may not be denied in the discretion of any Governmental Authority shall be obtained prior to the commencement of any work for which such orders, consents, permits, authorizations or approvals are required, and once obtained, such orders, consents, permits, authorizations and approvals will be maintained in full force and effect at all times during the construction or rehabilitation of the Improvements. Except as set forth in the preceding two sentences, no additional governmental or regulatory actions, filings or registrations with respect to the Improvements, and no approvals, authorizations or consents of any trustee or holder of any indebtedness or obligation of Borrower, are required for the due execution, delivery and performance by Borrower or General Partner of any of the Borrower Loan Documents or the Funding Loan Documents or the Related Documents executed by Borrower or General Partner, as applicable. All required zoning approvals have been obtained, and the zoning of the Land for the Project is not conditional upon the happening of any further event.

Section 4.1.44 Concerning Guarantor. The Borrower Loan Documents and the Lending Loan Documents to which the Guarantor is a party or a signatory executed simultaneously with this Borrower Loan Agreement have been duly executed and delivered by Guarantor and are legally valid and binding obligations of Guarantor enforceable against Guarantor in accordance with their terms, except as such validity may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws of creditors' rights generally and by general principles of equity.

Section 4.1.45 No Material Defaults. Except as previously disclosed to Lending Lender in writing, there exists no material violation of or material default by Borrower under, and, to the best knowledge of Borrower, no event has occurred which, upon the giving of notice or the passage of time or both, would constitute a material default with respect to: (i) the terms of any instrument evidencing, securing or guaranteeing any indebtedness secured by the Project or any portion or interest thereof or thereto; (ii) any lease or other agreement affecting the Project or to which Borrower is a party; (iii) any license, permit, statute, ordinance, law, judgment, order, writ, injunction, decree, rule or regulation of any Governmental Authority, or any determination or award of any arbitrator to which Borrower or the Project may be bound; or (iv) any mortgage, instrument, agreement or document by which Borrower or any of its respective properties is bound, in the case of any of the foregoing (i) which involves any Borrower Loan Document or Lending Loan Document, (ii) which involves the Project and is not adequately covered by insurance, (iii) that might materially and adversely affect the ability of Borrower, General Partner or Guarantor to perform any of its obligations under any of the Borrower Loan Documents or the Lending Loan Documents or any other material instrument, agreement or document to which it is a party, or (iv) which might adversely affect the priority of the Liens created by the Borrower Loan Agreement or any of the Borrower Loan Documents or the Lending Loan Documents.

Section 4.1.46 Payment of Taxes. Except as previously disclosed to Lending Lender in writing: (i) all tax returns and reports of Borrower, General Partner and Guarantor required to be filed have been timely filed, and all taxes, assessments, fees and other governmental charges upon Borrower, General Partner and Guarantor, and upon their respective properties, assets, income and franchises, which are due and payable have been paid when due and payable, and (ii) Borrower knows of no proposed tax assessment against it or any General Partner or Guarantor that would be material to the condition (financial or otherwise) of Borrower, General Partner or Guarantor, and neither Borrower nor General Partner has executed any waiver of any statute of limitations in connection with such taxes.

Section 4.1.47 Rights to Project Agreements and Licenses. Borrower is the legal and beneficial owner of all rights in and to the Plans and Specifications and all existing Project Agreements and Licenses, and will be the legal and beneficial owner of all rights in and to all future Project Agreements and Licenses. Borrower's interest in the Plans and Specifications and all Project Agreements and Licenses is not subject to any pledge, claim, lien or charge under the Borrower Loan Documents and the Lending Loan Documents or as otherwise approved by Lending Lender in its sole discretion, set off or deduction against the ordinary course of business.

Section 4.1.48 Patriot Act Compliance. Borrower is not now, nor has ever been (i) listed on any Government Lists (as defined below), (ii) a person who has been determined by a Governmental Authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 24, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Order in respect thereof, (iii) indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) under investigation by any Governmental Authority for alleged criminal activity. For purposes hereof, the term "Patriot Act Offense" shall mean any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation

(i) contraband within the meaning of the United States Code, any of the several States, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism, (B) the criminal laws against money laundering, (C) Bank Records and Foreign Transactions Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act. "Patriot Act Offense" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term "Government Lists" shall mean (1) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control ("OFAC"), (2) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Lending Lender notified Borrower in writing is now included in "Government Lists", or (3) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America that Lending Lender notified Borrower in writing is now included in "Government Lists".

Section 4.1.49 Rent Schedule. Borrower has prepared or has had prepared on its behalf, a prospective Unit absorption and rent collection schedule with respect to the Project substantially in the form attached as an exhibit to the Construction Funding Agreement, which schedule takes into account, among other relevant factors, a reasonable assumption of minimum monthly rentals for the Units, and (in) any and all concessions in regard to such rentals, and on the basis of such schedule, Borrower believes it will collect rents with respect to the Project in amounts greater than or equal to debt service on the Borrower Loan.

Section 4.1.50 Other Documents. Each of the representations and warranties of Borrower or Principal Parties contained in any of the other Borrower Loan Documents or the Funding Loan Documents or Related Documents is true and correct in all material respects (or in the case of representations or warranties qualified as to materiality, in all respects) on the date of the Borrower Loan Documents or Funding Loan Documents or Related Documents that speaks as of a particular date were true and correct in all material respects as of such date). All of such representations and warranties are incorporated herein for the benefit of Lending Lender.

Section 4.1.51 Subordinate Loan Documents. The Subordinate Loan Documents are in full force and effect and the Borrower has paid all commissions, fees and other amounts due and payable to the Subordinate Lender thereunder. There exists no material violation of or material default by the Borrower under, and no event has occurred (and is continuing), which, upon the giving of notice or the passage of time or both, would constitute a material default under the Subordinate Loan Documents.

Section 4.1.52 Reserved.

Section 4.2. **Survival of Representations and Covenants.** All of the representations and warranties in Section 4.1 hereof and elsewhere in the Borrower Loan Documents shall survive for so long as any portion of the Borrower Loan and all obligations owed to or for the account of the Governmental Lender or the Servicer with respect to the Borrower Loan shall be deemed to have been relied upon by the Governmental Lender and the Servicer notwithstanding any investigation heretofore or hereafter made by the Governmental Lender or the Servicer or on their behalf; provided, however, that the representations, warranties and covenants set forth in Section 4.1.37 hereof shall survive in perpetuity and shall not be subject to the exculpation provisions of Section 6.1 hereof.

ARTICLE V
AFFIRMATIVE COVENANTS

During the term of this Borrower Loan Agreement, the Borrower hereby covenants and agrees with the Governmental Lender, the Lending Lender and the Servicer that:

Section 5.1. Existence. The Borrower shall (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence and its material rights, and franchises, (ii) continue to engage in the business presently conducted by it, (iii) obtain and maintain all material Licenses, and (iv) qualify to do business and remain in good standing under the laws of the State.

Section 5.2. Taxes and Other Charges. The Borrower shall pay all Taxes and Other Charges as the same become due and payable and prior to their becoming delinquent in accordance with the Security Instrument, except to the extent that the amount, validity or application thereof is being contested in good faith as permitted by the Security Instrument.

The Borrower covenants to pay all Taxes and Other Charges of any type or character charged to the Funding Lender affecting the amount available to the Funding Lender from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and Other Charges assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Funding Lender and taxes based upon or measured by the net income of the Funding Lender, provided, however, that the Borrower shall have the right to protest any such taxes or Other Charges and to require the Funding Lender, at the Borrower's expense, to protest and contest any such taxes or Other Charges levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or Other Charges pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Funding Lender. This obligation shall remain valid and in effect now financing repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

Section 5.3. Repairs; Maintenance and Compliance; Physical Condition. The Borrower shall cause the Project to be maintained in a good, habitable and safe (so as to not threaten the health or safety of the Project's tenants or their invited guests) condition and repair (reasonable wear and tear excepted) as set forth in the Security Instrument and shall not remove, demolish or materially alter the Improvements or Equipment (except for removal of aging or obsolete equipment or furnishings in the normal course of business), except as provided in the Security Instrument.

Section 5.4. Litigation. The Borrower shall give prompt Written Notice to the Governmental Lender, the Funding Lender and the Servicer of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a Legal Requirement pending or, to the Borrower's knowledge, threatened against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business or the Project.

Section 5.5. Performance of Other Agreements. The Borrower shall observe and perform in all material respects each and every term to be observed or performed by it pursuant to the terms of any agreement or instrument materially affecting or pertaining to the Project.

Section 5.6. Notices. The Borrower shall promptly advise the Governmental Lender, the Funding Lender and the Servicer of (i) any Material Adverse Change in the Borrower's financial condition, assets, properties or operations other than general changes in the real estate market, (ii) any fact or circumstance affecting the Borrower or the Project that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Borrower Loan Document to which it is a party in a timely manner, or (iii) the occurrence of any Potential Default or Event of Default of which the Borrower has knowledge. If the Borrower becomes subject to federal or state securities law filing requirements, the Borrower shall cause to be delivered to the Governmental Lender, the Funding Lender and the Servicer any Securities and Exchange Commission or other public filings, if any, of the Borrower within two (2) Business Days of such filing.

Section 5.7. Cooperate in Legal Proceedings. The Borrower shall cooperate fully with the Governmental Lender, the Funding Lender and the Servicer with respect to, and permit the Governmental Lender, the Funding Lender and the Servicer at their option, to participate in, any proceedings held in any Governmental Authority that may in any way affect the rights of the Governmental Lender, the Funding Lender and/or the Servicer under any Borrower Loan Document or Funding Loan Document.

Section 5.8. Further Assurances. The Borrower shall, at the Borrower's sole cost and expense (except as provided in Section 9.1 hereof), (i) furnish to the Servicer and the Funding Lender all instruments, documents, boundary surveys, footing or foundation surveys (to the extent that Borrower's construction or renovation of the Project affects any existing building foundations or footprints), certificates, plans and specifications, appraisals, title and other insurance reports and agreements reasonably requested by the Servicer or the Funding Lender for the better and more efficient carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents, (ii) execute and deliver to the Servicer and the Funding Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve and/or protect the collateral at any time securing or intended to secure the Borrower Loan, as the Servicer and the Funding Lender may reasonably require from time to time, (iii) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents, as the Servicer or the Funding Lender shall reasonably require from time to time; provided, however, with respect to clauses (i)-(iii) above, the Borrower shall not be required to do anything that has the effect of (A) changing the essential economic terms of the Borrower Loan or (B) imposing upon the Borrower greater personal liability under the Borrower Loan Documents and the Funding Loan Documents, and (iv) upon the Servicer or the Funding Lender's request, therefor given to it from to time after the occurrence of any Potential Default or Event of Default for so long as such Potential Default or Event of Default, as applicable, is continuing pay for (a) reports of UCC, federal tax lien, state tax lien, judgment and pending litigation searches with respect to the Borrower and (b) searches of title to the Project, each such search to be conducted by search firms reasonably designated by the Servicer or the Funding Lender in each of the locations reasonably designated by the Servicer or the Funding Lender.

Section 5.9. Delivery of Financial Information. After notice to the Borrower of a Secondary Market Disclosure Document, the Borrower shall, concurrently with any delivery to the Funding Lender or the Servicer, deliver copies of all financial information required under Article IX.

Section 5.10. Environmental Matters. So long as the Borrower owns or is in possession of the Project, the Borrower shall (a) keep the Project in compliance with all Hazardous Materials Laws (as defined in the Security Instrument), (b) promptly notify the Funding Lender and the Servicer if the Borrower shall become aware that any Hazardous Materials (as defined in the Security Instrument) are on or near the Project in violation of Hazardous Materials Laws, and (c) commence and thereafter diligently prosecute to completion all remedial work necessary with respect to the Project required under any Hazardous Material Laws, in each case as set forth in the Security Instrument or the Agreement of Environmental Indemnification.

Section 5.11. Governmental Lender's and Funding Lender's Fees. The Borrower covenants to pay the reasonable fees and expenses of the Governmental Lender (including the Ongoing Governmental Lender Fee) and the Funding Lender or any agents, attorneys, accountants, consultants selected by the Governmental Lender or the Funding Lender to act on its behalf in connection with this Borrower Loan Agreement and the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the making of the Borrower Loan or in connection with any litigation which may at any time be instituted involving the Borrower Loan, this Borrower Loan Agreement, the other Borrower Loan

Documents, the Regulatory Agreement and the Funding Loan Documents or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

Section 5.12. Estoppel Statement. The Borrower shall furnish to the Funding Lender or the Servicer for the benefit of the Funding Lender or the Servicer within ten (10) days after request by the Funding Lender and the Servicer, with a statement, duly acknowledged and certified, setting forth (i) the unpaid principal of the Borrower Note, (ii) the applicable Interest Rate, (iii) the date installments of interest and/or principal were last paid, (iv) any offsets or defenses to the payment of the Borrower Payment Obligations, and (v) that the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are valid, legal and binding obligations of the Borrower and have not been modified or, if modified, giving particulars of such modification, and no Event of Default exists thereunder or specify any Event of Default that does exist thereunder. The Borrower shall use commercially reasonable efforts to furnish to the Funding Lender or the Servicer, within 30 days of a request by the Funding Lender or Servicer, tenant estoppel certificates from each commercial tenant at the Project in form and substance reasonably satisfactory to the Funding Lender and the Servicer, provided that the Funding Lender and the Servicer shall not make such requests more frequently than twice in any year.

Section 5.13. Defense of Actions. The Borrower shall appear in and defend any action or proceeding purportion to affect the security for this Borrower Loan Agreement hereunder or under the Borrower Loan Documents and the Funding Loan Documents, and shall pay, in the manner required by Section 9.1 hereof, all costs and expenses, including the cost of evidence of title and attorneys' fees, in any such action or proceeding in which Funding Lender may appear. If the Borrower fails to perform any of the covenants or agreements contained in this Borrower Loan Agreement or any other Borrower Loan Document, or if any action or proceeding is commenced that is not diligently defended by the Borrower which affects the Funding Lender's interest in the Project or any part thereof, including eminent domain, code enforcement or proceedings of any nature whatsoever under any Federal or State law, whether now existing or hereafter enacted or amended, then the Funding Lender may make such appearances, disburse such sums and take such action as the Funding Lender deems necessary or appropriate to protect its interests. Such actions include disbursement of attorneys' fees, entry upon the Project to make repairs or take other action to protect the security of the Project, and payment, purchase, contest or compromise of any encumbrance, charge or lien which in the judgment of Funding Lender appears to be prior or superior to the Borrower Loan Documents or the Funding Loan Documents. The Funding Lender shall have no obligation to do any of the above. The Funding Lender may take any such action without notice to or demand upon the Borrower. No such action shall release the Borrower from any obligation under this Borrower Loan Agreement or any of the other Borrower Loan Documents or Funding Loan Documents. In the event of that the Security Instrument is foreclosed in whole or in part or that any Borrower Loan Document is put into the hands of an attorney for collection, suit, action or foreclosure, or (ii) of the foreclosure of any mortgage, deed of trust or deed to secure debt prior to or subsequent to the Security Instrument or any Borrower Loan Document in which proceeding the Funding Lender is made a party or (iii) of the bankruptcy of the Borrower or an assignment by the Borrower for the benefit of its creditors, the Borrower shall be chargeable with and agrees to pay all costs of collection and defense, including actual attorneys' fees in connection therewith and in connection with any appellate proceeding or post-judgment action involved therein, which shall be due and payable together with all required service or use taxes.

Section 5.14. Expenses. The Borrower shall pay all reasonable expenses incurred by the Governmental Lender, the Funding Lender and the Servicer (except as provided in Section 9.1 hereof) in

costs associated with the Borrower Loan and the Funding Loan, including reasonable fees and expenses of the Governmental Lender's, the Funding Lender's and the Servicer's attorneys, environmental, engineering and other consultants, and fees, charges or taxes for the recording or filing of Borrower Loan Documents and the Funding Loan Documents. The Borrower shall pay or cause to be paid all reasonable expenses of the Governmental Lender, the Funding Lender and the Servicer's fees (as provided in Section 8.1 hereof) in connection with the issuance or administration of the Borrower Loan and the Funding Loan, including audit costs, inspection fees, settlement of condemnation and casualty awards, and premiums for title insurance and endorsements thereto. The Borrower shall, upon request, promptly reimburse the Governmental Lender, the Funding Lender and the Servicer for all reasonable amounts expended or advanced or incurred by the Governmental Lender, the Funding Lender and the Servicer to collect the Borrower Note, or to enforce the rights of the Governmental Lender, the Funding Lender and the Servicer under this Borrower Loan Agreement or any other Borrower Loan Document, or to defend or assert the rights and claims of the Governmental Lender, the Funding Lender and the Servicer under the Borrower Loan Agreements and the Funding Loan Documents arising out of an Event of Default or with respect to the Project (by litigation or other proceedings) arising out of an Event of Default, which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be reasonably incurred by the Governmental Lender, the Funding Lender and the Servicer in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate on each such amount from the Date of Disbursement until the date of reimbursement to the Governmental Lender, the Funding Lender and the Servicer, all of which shall constitute part of the Borrower Loan and the Funding Loan and shall be secured by the Borrower Loan Documents and the Funding Loan Documents. The obligations and liabilities of the Borrower under this Section 9.14 shall survive the Term of this Borrower Loan Agreement and the exercise by the Governmental Lender, the Funding Lender or the Servicer of any of its rights or remedies under the Borrower Loan Documents and the Funding Loan Documents, including the acquisition of the Project by foreclosure or a conveyance in lieu of foreclosure. Notwithstanding the foregoing, the Borrower shall not be obligated to pay amounts incurred as a result of the gross negligence or willful misconduct of any other party and any obligations of the Borrower to pay for environmental inspections or audits will be governed by Section 4.8(n) and 4.8(o) of the Security Instrument.

Section 9.15. **Indemnity**. In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Governmental Lender's Funding Lender pursuant hereto and under law or equity, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, the Funding Lender, the Servicer, the Beneficiary Parties, Citigroup Inc., Citigroup Funding, and each of their respective officers, directors, employees, attorneys and agents (each an "Indemnified Party") against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to the extent that the Borrower has consented to such settlement) and amounts paid to discharge a judgment (hereinafter, the "Liabilities") to which the Indemnified Parties, or any of them may become subject under federal or state securities laws or any other statutes, laws or at common law or otherwise, to the extent arising out of or based upon or in any way relating to:

(a) the Borrower Loan Documents and the Funding Loan Documents or the execution or performance thereof or in connection with transactions contemplated thereby including the sale, transfer or resale of the Borrower Loan or the Funding Loan, except with respect to any Secondary Market Disclosure Document (other than any Borrower's obligations under Article IX);

(b) any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Borrower Loan, the Funding Loan or the Project

the operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, construction, installation or rehabilitation of, the Project or any part thereof;

(c) Any lien (other than a Permitted Lien) or charge upon payments by the Borrower to the Governmental Lender or the Funding Lender hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and Other Charges imposed on the Governmental Lender or the Funding Lender in respect of any portion of the Project;

(d) Any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof during the period in which the Borrower is in possession or control of the Project;

(e) The enforcement of, or any action taken by the Governmental Lender or the Funding Lender related to remedies under, this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents;

(f) [Reserved];

(g) Any narrow statement or misleading statement or alleged incorrect statement or alleged misleading statement of a material fact by the Borrower made or the [illegible] Borrower applying for the Borrower Loan or the Funding Loan or contained in any of the Borrower Loan Documents or Funding Loan Documents to which the Borrower is a party;

(h) Any Determination of Taxability;

(i) Any breach (or alleged breach) by Borrower of any representation, warranty or covenant made in or pursuant to this Borrower Loan Agreement or in connection with any written or oral representation, presentation, report, appraisal or other information given or delivered by Borrower, General Partner, Guarantor or their Affiliates to Governmental Lender, the Funding Lender, Servicer or any other Person in connection with Borrower's application for the Borrower Loan and the Funding Loan (including, without limitation, any breach or alleged breach by Borrower of any agreement with respect to the provision of any substitute credit enhancement);

(j) any failure (or alleged failure) by Borrower, the Funding Lender or Governmental Lender to comply with applicable federal and state laws and regulations pertaining to the making of the Borrower Loan and the Funding Loan;

(k) the Project, or the condition, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation, construction or rehabilitation of, the Project or any part thereof; or

(l) the use of the proceeds of the Borrower Loan and the Funding Loan;

except in the case of the foregoing indemnification of the Governmental Lender, the Funding Lender or the Servicer or any related Indemnified Party, to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party.

Without limiting the foregoing, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, and each of its officers, officials,

directors, employees, attorneys and agents ("City Indemnified Parties") against any liability to which the City Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to any declaration of taxability of interest on the Funding Loan or allegations (or regulatory inquiry) that interest on the Funding Loan is taxable for federal income tax purposes (except to the extent such damages are caused by the gross negligence or willful misconduct of a City Indemnified Party).

Notwithstanding anything herein to the contrary, the Borrower's indemnification obligations to the parties specified in Section 9.16 hereof with respect to any securitization of Secondary Market Transaction described in Article XI hereof shall be limited to the indemnities set forth in Section 9.15 hereof. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party (which notice shall be timely given so as not to materially impair the Borrower's right to defend), shall assume the investigation and defense thereof, including the employment of counsel reasonably approved by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement, which approval shall not be unreasonably withheld. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and to participate in the investigation and defense thereof, provided, however, the Governmental Lender shall have the absolute right to employ separate counsel at the expense of the Borrower. The Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that each Indemnified Party may employ separate counsel at the expense of the Borrower if and only if in such Indemnified Party's sole but good faith judgment (based on the advice of counsel) a conflict of interest exists or could arise by reason of common representation, except that the Borrower shall always pay the reasonable fees and expenses of the Governmental Lender's separate counsel.

Notwithstanding any transfer of the Project to another owner in accordance with the provisions of this Borrower Loan Agreement or the Regulatory Agreement, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant to this Section 9.15 if such subsequent owner fails to indemnify any party entitled to be indemnified hereunder, unless the Governmental Lender and the Funding Lender have consented to such transfer and to the assignment of the rights and obligations of the Borrower hereunder.

The rights of any persons to indemnity and the right to payment of fees and reimbursement of expenses here under shall survive the final payment or defeasance of the Borrower Loan and the Funding Loan and in the case of the Servicer, any resignation or removal. The provisions of this Section 9.15 shall survive the termination of this Borrower Loan Agreement.

Nothing in this Section 9.15 shall in any way limit the Borrower's indemnification and other payment obligations set forth in the Regulatory Agreement.

Section 9.16. No Warranty of Condition or Suitability by the Governmental Funding Lender. Neither the Governmental Lender nor the Funding Lender makes any warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Borrower's purposes or needs.

Section 9.17. Right of Access to the Project. The Borrower agrees that the Governmental Lender, the Funding Lender, the Servicer and the Construction Consultant and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but no obligation, at all reasonable times during business hours and upon reasonable notice, to enter onto the Land for (a) to examine, test and inspect the Project without material interference or prejudice to the

Borrower's operations and (b) to perform such work in and about the Project made necessary by reason of the Borrower's default under any of the provisions of this Borrower Loan Agreement. The Governmental Lender, the Funding Lender, the Servicer, and their duly authorized agents, attorneys, accountants and representatives shall also be permitted, without any obligation to do so, at all reasonable times and upon reasonable notice during business hours, to examine the books and records of the Borrower with respect to the Project.

Section 5.18. Notice of Default. The Borrower will advise the Governmental Lender, the Funding Lender and the Servicer promptly in writing of the occurrence of any Potential Default or Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

Section 5.19. Covenant with Governmental Lender and Funding Lender. The Borrower agrees that this Borrower Loan Agreement is executed and delivered in part to induce the purchase by others of the Governmental Lender Note and, accordingly, all covenants and agreements of the Borrower contained in this Borrower Loan Agreement are hereby declared to be for the benefit of the Governmental Lender, the Funding Lender and any lawful owner, holder or pledgee of the Borrower Note or the Governmental Lender Note from time to time.

Section 5.20. Obligation of the Borrower to Construct or Rehabilitate the Project. The Borrower shall proceed with reasonable dispatch to construct or rehabilitate, as appropriate, and equip the Project. If the proceeds of the Borrower Loan, together with the Other Borrower Moneys, available to be disbursed to the Borrower are not sufficient to pay the costs of such construction or rehabilitation, as appropriate, and equipping, the Borrower shall pay such additional costs from its own funds. The Borrower shall not be entitled to any reimbursement from the Governmental Lender, the Funding Lender or the Servicer in respect of any such costs or to any abatement or abatement in the repayment of the Borrower Loan. The Governmental Lender and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed or if the proceeds of the Borrower Loan are insufficient to pay all costs of the Project. The Governmental Lender and the Funding Lender do not make any representation or warranty, either express or implied, that moneys, if any, which will be made available to the Borrower will be sufficient to complete the Project and the Governmental Lender and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed.

Section 5.21. Maintenance of Insurance. Borrower will maintain the insurance required by the Security Instrument.

Section 5.22. Information; Statements and Reports. Borrower shall furnish or cause to be furnished to Governmental Lender and Funding Lender:

(a) Notice of Default. As soon as possible and in any event not later than five (5) Business Days after the occurrence of any Event of Default or Potential Default, a statement of an Authorized Representative of Borrower describing the details of such Event of Default or Potential Default and any curative action Borrower proposes to take.

(b) Financial Statements, Rent Rolls. In the manner and to the extent required under the Security Instrument, such financial statements, expenses statements, rent rolls, reports and other financial documents and information as required by the Security Instrument and the other Borrower Loan Documents and Permitted Loan Documents, in the form and within the time periods required therein.

(c) General Partner. As soon as available and in any event within one hundred twenty (120) days after the end of each fiscal year of General Partner, copies of the financial statements of General Partner as of such date, prepared in substantially the form previously delivered to the Governmental Lender and Funding Lender and in a manner consistent therewith, or in such form (which may include a form prepared in accordance with GAAP) as Funding Lender may reasonably request.

(d) Leasing Reports. On a monthly basis (and in any event within fifteen (15) days after the end of each Calendar Month) a report of all efforts made by Borrower, if any, to lease all or any portion of the Project during such Calendar Month and on a cumulative basis since Project inception, which report shall be prepared and delivered by Borrower, shall be in form and substance satisfactory to Funding Lender, and shall, if requested by Funding Lender, be supported by copies of letters of intent, leases or occupancy agreements, as applicable.

(e) Audit Reports. Promptly upon receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each annual, interim or special audit of the financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit.

(f) Notices, Certificates or Communications. Immediately upon giving or receipt thereof, copies of any notices, certificates or other communications delivered at the Project or to Borrower or General Partner naming Governmental Lender or Funding Lender as addressee or which could reasonably be deemed to affect the structural integrity of the Project or the ability of Borrower to perform its obligations under the Borrower Loan Documents and the Funding Loan Documents.

(g) Certification of Non-Foreign Status. Promptly upon request of Funding Lender from time to time, a Certification of Non-Foreign Status, executed on or after the date of such request by Funding Lender.

(h) Compliance Certificates. Together with each of the documents required pursuant to Section 5.22(b) hereof, submitted by or on behalf of Borrower, a statement in form and substance satisfactory to Funding Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants, terms and conditions applicable to Borrower, under or pursuant to the Borrower Loan Documents and the Funding Loan Documents and under or pursuant to any other Debt owing by Borrower to any Person, and disclosing any noncompliance therewith, and any Event of Default or Potential Default, and describing the status of Borrower's actions to correct such noncompliance, Event of Default or Potential Default, as applicable; and

(i) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, prospects and results of operations of Borrower, General Partner, Guarantor or the Project as Funding Lender or Governmental Lender reasonably requests from time to time.

Section 5.23. Additional Notices. Borrower will, promptly after becoming aware thereof, give notice to Funding Lender and the Governmental Lender of:

(a) any lien affecting the Project, or any part thereof, other than Liens expressly permitted under this Borrower Loan Agreement;

(b) any Legal Action which is instituted by or against Borrower, General Partner or Guarantor, or any Legal Action which is threatened against Borrower, General Partner or Guarantor which, in any case, if adversely determined, could have a material adverse effect upon the business, operations, properties, prospects, assets, management, ownership or condition (financial or otherwise) of Borrower, General Partner, Guarantor or the Project;

(c) any Legal Action which constitutes an Event of Default or a Potential Default or a default under any other Contractual Obligation to which Borrower, General Partner or Guarantor is a party or by or to which Borrower, General Partner or Guarantor, or any of their respective properties or assets, may be bound or subject, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable;

(d) any default, alleged default or potential default on the part of Borrower under any of the Loan Documents (together with a copy of each notice of default, alleged default or potential default received from any other party thereto);

(e) any notice of default, alleged default or potential default on the part of Borrower received from any tenant or occupant of the Project under or relating to its lease or occupancy agreement (together with a copy of any such notice) or, in the aggregate, notices from at least fifteen percent (15%) of the tenants of the Project have been received by Borrower with respect to one or more of the same default, alleged default or potential default;

(f) any change or contemplated change in (i) the location of Borrower's or General Partner's executive headquarters or principal place of business, (ii) the legal, trade or fictitious business names used by Borrower or General Partner, or (iii) the state of the formation of Borrower or General Partner; and

(g) any default, alleged default, or potential default on the part of any general or limited partner (including without limitation, Managing Partner and the Equity Investor) under the Partnership Agreement.

Section 5.24. Compliance with Other Agreements; Legal Requirements.

(a) Borrower shall timely perform and observe and shall cause General Partner to timely perform and comply with the covenants, agreements, obligations and restrictions imposed on them under the Partnership Agreement, and Borrower shall not do or permit to be done anything to impair any such party's rights or interests under any of the Agreements.

(b) Borrower will comply with, to the extent applicable, will require others to comply with, all Legal Requirements of all Governmental Authorities having jurisdiction over the Project or the construction and rehabilitation of the Improvements, and will furnish Lender with reports of any official searches for or notices of violation of Legal Requirements established by such Governmental Authorities. Borrower will comply and, to the extent applicable, will require others to comply, with applicable CC&R's and all restrictive covenants and all obligations created by private contracts and leases which affect ownership, construction, rehabilitation, equipment, leasing, use or operation of the Project, and all other agreements respecting or affecting performance of the Loans to be recorded in the records of the appropriate recorder. The Improvements, when completed, shall comply with all applicable building, zoning and other Legal Requirements, and will not violate any restrictions of record against the Project or the terms of any other lease of all or any portion of the Project. Lender shall at all times have the right to audit, at

Borrower's expense, Borrower's compliance with any agreement to dump a certain percentage of the Units to be rented to persons of low or moderate income, and Borrower shall supply all such information with respect thereto as Funding Lender may request and otherwise cooperate with Funding Lender in any such audit. Without limiting the generality of the foregoing, Borrower shall properly obtain, comply with and keep in effect (and promptly deliver copies to Funding Lender of) all permits, licenses and approvals which are required to be obtained from Governmental Authorities in order to construct, occupy, operate, market and lease the Project.

Section 5.25. Completion and Maintenance of Project. Borrower shall cause the construction or rehabilitation, as the case may be, of the Improvements, to be prosecuted with diligence and continuity and completed substantially in accordance with the Plans and Specifications, and in accordance with the Construction Funding Agreement, free and clear of any liens or claims for liens (but without prejudice to Borrower's rights of contest under Section 10.16 hereof) Completion of the on or before the Completion Date. Borrower shall thereafter maintain the Project and the related and appurtenant uses as a residential apartment complex in good order and condition, ordinary wear and tear excepted. A maintenance program shall be in place at all times to assure the continuation of first class maintenance, which shall mean and be no less than the highest quality of maintenance provided by the Manager for similarly situated properties managed by the Manager.

Section 5.26. Fixtures. Borrower shall execute to Funding Lender as collateral, any contracts, bills of sale, statements, receipted vouchers or agreements under which Borrower or any other Person claims title to any materials, fixtures or articles incorporated into the Improvements.

Section 5.27. Income from Project. Borrower shall first apply all Gross Income to Expenses of the Project, including all amounts then required to be paid under the Borrower Loan Documents and the Completion Loan Documents and the funding of all sums necessary to meet the Replacement Reserve Fund Requirement, before using or applying any such Gross Income for any other purpose. Borrower shall not make or permit any distributions or other payments of Net Operating Income to its partners, shareholders or members, as applicable, in each case, without the prior Written Consent of Funding Lender.

Section 5.28. Leases and Occupancy Agreements.

(a) Lease Approval.

(i) Borrower has submitted to Funding Lender, and Funding Lender has approved, Borrower's standard form of tenant lease (the "Tenant Lease Form") for use in the Project. Borrower shall not materially modify the Tenant Lease Form without Funding Lender's prior Written Consent in each instance, which consent shall not be unreasonably withheld or delayed. Borrower may enter into leases of space within the Improvements (and amendments to such leases) in the ordinary course of business with bona fide third party tenants with a Funding Lender's prior Written Consent if:

(A) the Tenant Lease is on a Permitted Lease, and is executed in the form attached as an exhibit to the Construction Funding Agreement without material modification;

(B) Borrower, acting in good faith following the exercise of due diligence, has determined that the tenant meets requirements imposed under any applicable QAP or is financially capable of performing all of its obligations under the Tenant Lease Form; and

(C) The Tenant Lease Form conforms to the Rent Schedule attached as an exhibit to the Construction Funding Agreement and reflects an arm's length transaction, subject to the requirement that the Borrower comply with any applicable CC&R.

(d) If any Event of Default has occurred and is continuing, Funding Lender may make written demand on Borrower to submit all future leases for Funding Lender's approval prior to execution. Borrower shall comply with any such demand by Funding Lender.

(e) No approval of any lease by Funding Lender shall be for any purpose other than to protect Funding Lender's security for the Borrower Loan and to preserve Funding Lender's rights under the Borrower Loan Documents and the Funding Loan Documents. No approval by Funding Lender shall result in a waiver of any default of Borrower. In no event shall any approval by Funding Lender of a lease be a representation of any kind with regard to the lease or its enforceability, or the financial capacity of any tenant or guarantor.

(f) Landlord's Obligation. Borrower shall perform all obligations required to be performed by it as landlord under any lease affecting any part of the Project or any space within the Improvements.

(g) Leasing and Marketing Agreements. Except as may be contemplated in the Management Agreement with Borrower's Manager, Borrower shall not without the approval of Funding Lender enter into any leasing or marketing agreement and Funding Lender reserves the right to approve the qualifications of any marketing or leasing agent.

Section 5.29. Project Agreements and Licenses. To the extent not heretofore delivered to Funding Lender, Borrower will furnish to Funding Lender, as soon as available, true and correct copies of all Project Agreements and Licenses and the Plans and Specifications, together with assignments thereof to Funding Lender and consents to such assignments where required by Funding Lender, all in form and substance acceptable to Funding Lender. Neither Borrower nor General Partner has assigned or granted, or will assign or grant, a security interest in any of the Project Agreements and Licenses other than to Funding Lender.

Section 5.30. Payment of Debt Payments. In addition to its obligations under the Borrower Note, Borrower will timely and punctually pay or cause to be paid all principal of and interest on any Debt of Borrower as and when the same becomes due on or before the due date, (ii) comply with and perform all conditions, terms and obligations of other instruments or agreements evidencing or securing such Debt, (iii) promptly inform Funding Lender of any default, or anticipated default, under any such note, agreement, instrument, and (iv) forward to Funding Lender a copy of any notice of default or notice of any event that might result in default under any such note, agreement, instrument, including Liens encumbering the Project, or any portion thereof, which have been subordinated to the Security Instrument (regardless of whether or not permitted under the Borrower Loan Agreement).

Section 5.31. ERISA. Borrower will comply, and will cause each of its ERISA Affiliates to comply, in all respects with the provisions of ERISA.

Section 5.32. Patriot Act Compliance. Borrower shall use its good faith and commercially reasonable efforts to comply with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money

Indebtedness and foreclosure. Lending, Lender shall have the right to audit Borrower's compliance with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. In the event that Borrower fails to comply with the Patriot Act or any such requirements of Governmental Authorities, then Lending, Lender may, at its option, cause Borrower to comply therewith and any and all costs and expenses incurred by Lending, Lender in connection therewith shall be secured by the Security Instrument and shall be immediately due and payable.

Section 5.33. Funds from Equity Investor. Borrower shall cause the Equity Investor to fund all installments of the Equity Contributions on the dates and at the times subject and according to the terms of the Partnership Agreement.

Section 5.34. Tax Covenants. The Borrower further represents, warrants and covenants as follows:

(a) General. The Borrower shall not take any action or omit to take any action which, if taken or omitted, respectively, would adversely affect the exclusion of interest on the Governmental Lender Note from gross income (as defined in Section 61 of the Code) for federal income tax purposes and, it shall take or permit any such action. The Borrower will take all lawful actions that it can take to rescind such action promptly upon having knowledge thereof and that the Borrower will take such action or actions, including amendment of this Borrower Loan Agreement, the Security Instrument and the Regulatory Agreement, as may be necessary in the opinion of Tax Counsel to comply fully with applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service applicable to the Governmental Lender Note, the Funding Loan or affecting the Project. Capitalized terms used in this Section 5.34 shall have the respective meanings assigned to them in the Regulatory Agreement or, if not so defined therein, in the Funding Loan Agreement. With the intent not to limit the generality of the foregoing, the Borrower covenants and agrees that prior to the final maturity of the Governmental Lender Note or such longer period established by the Governmental Lender and the Funding Lender at Tax Counsel's No Adverse Effect Opinion (other than with respect to interest on any portion of the Governmental Lender Note during any period during which such portion of the Governmental Lender Note is held by a "substantial user" of any facility financed with the proceeds of the Governmental Lender Note or a "related person," as such terms are used in Section 147(a) of the Code), the Borrower will comply with the Section 5.34.

(b) Rebate of Proceeds. The rebate of the net proceeds of the Funding Loan at all times will satisfy the following requirements:

(i) Limitation on Net Proceeds. At least 95% of the net proceeds of the Funding Loan (within the meaning of the Code) is and will be used to pay Costs of Project Costs that are costs of a "qualified residential rental project" (within the meaning of Sections 142(a)(7) or 142(d) of the Code) in that it is comprised of units "rented or held available for rental" and "substantially" thereto within the meaning of Section 1.103-8(a)(3) and 3.03 Rev. Rul. 92-84 of the Regulations.

(ii) Limitation on Costs of Funding. The proceeds of the Funding Loan will be expended for the purposes set forth in this Borrower Loan Agreement and in the Funding Loan Agreement and no portion thereof in excess of two percent of the proceeds of the Funding Loan, within the meaning of Section 147(g) of the Code, will be expended to pay Costs of Issuance of the Funding Loan.

(iii) Prohibited Facilities. The Borrower shall not use or permit the use of any proceeds of the Funding Loan or any income from the investment thereof to provide any airplane, skybox, or other private luxury box, 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.

(iv) Limitation on Land. Less than 25 percent of the net proceeds of the Funding Loan actually expended will be used, directly or indirectly, for the acquisition of land or an interest therein, nor will any portion of the net proceeds of the Funding Loan be used, directly or indirectly, for the acquisition of land or an interest therein to be used for farming purposes.

(v) Limitation on Existing Facilities. No portion of the net proceeds of the Funding Loan will be used for the acquisition of any existing property or an interest therein unless (A) the first use of such property is pursuant to such acquisition or (B) the rehabilitation expenditures with respect to such building and the equipment therein capitalized to property of the cost of acquiring such building financed with the proceeds of the Funding Loan (with respect to structures other than buildings, this clause shall be applied by substituting 100 percent for 15 percent). For purposes of the preceding sentence, the term "rehabilitation expenditures" shall have the meaning set forth in Section 147(d)(3)(C) of the Code.

(vi) Accuracy of Information. The information furnished by the Borrower and used by the Governmental Lender in preparing its certificate as to with respect to Section 148 of the Code and the Borrower's information statement pursuant to Section 1.150-2 of the Code is accurate and complete as of the date of authentication of the Funding Loan.

(vii) Limitation on Project Expenditures. The acquisition, construction and equipping of the Project were not commenced (within the meaning of Section 1.150-2 of the Code) prior to the 60th day preceding the adoption of the resolution of the Governmental Lender with respect to the Project on January __, 2014, and no application for which reimbursement will be sought from proceeds of the Funding Loan relating to the acquisition, construction or equipping of the Project was paid or incurred prior to 60 days prior to such date, except for permissible "preliminary expenditures", which include architectural, engineering, surveying, soil testing, reimbursement bond issuance and credit costs incurred prior to the commencement of construction, related interest or acquisition of the Project, and which do not exceed 20% of the aggregate issue price of the Governmental Lender Note.

(viii) Qualified Funds. The Borrower hereby represents, covenants and warrants that the proceeds of the Funding Loan shall be used or deemed used exclusively to pay costs which are (A) capital expenditures (as defined in Section 1.150-1(b) of the Code) (regardless and (B) not made for the acquisition of existing property, to the extent prohibited in Section 147(d) of the Code and that for the greatest number of buildings the proceeds of the Governmental Lender Note shall be deemed allocated on a pro rata basis to each building in the Project and the land on which it is located so that each building and the land on which it is located will have been financed fully percent (90%) or more by the proceeds of the Governmental Lender Note for the purpose of complying with Section 42(h)(4)(B) of the Code, provided, however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its

partners and to other the Lending Lender nor the Governmental Lender shall have any obligation to calculate the statement and shall in no event have any liability to any person, including, without limitation, the Borrower, the partners of the Borrower, any other affiliate of the Borrower or the holders or payees of the Governmental Lender Note and the Borrower Note for any failure to meet the intent expressed in the foregoing representation, covenant and warranty, and provided further, failure to comply with this representation, covenant and warranty shall not constitute a default or event of default under this Borrower Loan Agreement or the Lending Loan Agreement.

(c) Limitation on Maturity. The average maturity of the Governmental Lender Note does not exceed 120 percent of the average reasonably expected economic life of the Project to be financed by the Lending Loan, weighted in proportion to the respective cost of each item comprising the property, the cost of which is to be financed, directly or indirectly, with the Net Proceeds of the Lending Loan. For purposes of the preceding sentence, the reasonably expected economic life of property shall be determined as of the later of (A) the Closing Date for the Lending Loan or (B) the date on which such property is placed in service (or expected to be placed in service). In addition, land shall not be taken into account in determining the reasonably expected economic life of property.

(d) No Arbitrage. The Borrower shall not take any action or fail to take any action with respect to the Gross Proceeds of the Governmental Lender Note or of any amounts expected to be used to pay the principal of or interest thereon which, if taken or omitted, respectively, would cause the Governmental Lender Note to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Except as provided in the Lending Loan Agreement and this Borrower Loan Agreement, the Borrower shall not pledge or otherwise encumber, or permit the pledge or encumbrance of, any moneys, investments, or investment property as security for payment of any amounts due under this Agreement or the Borrower Note or any portion of the Governmental Lender Note, shall not create or maintain any sinking fund or similar fund for such purpose and shall not prepay any such amounts in advance of the regularly scheduled date of an equal principal amount of the Governmental Lender Note, unless the Borrower has delivered to such effect a Tax Counsel's No Adverse Effect Opinion with respect to such action, a copy of which shall be provided to the Governmental Lender and the Lending Lender. The Borrower shall not at any time prior to the Final Maturity of the Governmental Lender Note, invest or cause any Gross Proceeds to be invested in any manner that would cause the Gross Proceeds to be yield restricted, and as a result of such investment the Yield of the Governmental Lender Note to the Maturity Date, except as permitted by Section 148 of the Code and Regulations thereunder as provided in the Reimbursement Agreement. The Borrower further covenants and represents that it will comply with all applicable requirements of said Section 148 and the rules and Regulations thereunder relating to the Governmental Lender Note and the moneys thereon, including the employment of a Rebate Analyst acceptable to the Governmental Lender and Lending Lender at reasonable fees and after the Closing Date for the calculation of rebatable amounts to the United States Treasury Department. The Borrower agrees that it will cause the Rebate Analyst to calculate the rebatable amounts prior to the Computation Date, and in no event later than forty-five days after the anniversary of the Closing Date and subsequent to the Computation Date, but not later than forty-five days after the fifth anniversary of the Closing Date and each five years thereafter and agrees that the Borrower will pay all costs associated therewith. The Borrower agrees to provide evidence of the employment of the Rebate Analyst satisfactory to the Governmental Lender and Lending Lender.

(c) No Federal Guarantee. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Borrower shall not take or omit to take any action which would cause the Governmental Lender Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(d) Representations. The Borrower has supplied or caused to be supplied to Tax Counsel all documents, instruments and written information requested by Tax Counsel, and all such documents, instruments and written information supplied by or on behalf of the Borrower at the request of Tax Counsel, which have been reasonably relied upon by Tax Counsel in rendering its opinion with respect to the exclusion from gross income of the interest on the Governmental Lender Note for federal income tax purposes, are true and correct in all material respects, do not contain any untrue statement of a material fact and do not omit to state any material fact necessary to be stated therein in order to make the information provided therein, in light of the circumstances under which such document was provided, not misleading, and the Borrower is not aware of any other pertinent information which Tax Counsel has not requested.

(e) Qualified Residential Rental Project. The Borrower hereby covenants and agrees that the Project will be operated as a "qualified residential rental project" within the meaning of Section 142(d) of the Code on a continuous basis during the longer of the Qualified Project Period (as defined in the Regulatory Agreement) or any period during which any portion of the Governmental Lender Note remains outstanding. To the end that the interest on the Governmental Lender Note shall be excluded from gross income for federal income tax purposes, the Borrower hereby covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(f) Information Reporting Requirements. The Borrower will comply with the information reporting requirements of Section 149(e) of the Code requiring certain information regarding the Governmental Lender Note to be filed with the Internal Revenue Service within prescribed time limit.

(g) Governmental Lender Note Not a Hedge Bond. The Borrower covenants and agrees that not more than 5% of the proceeds of the Governmental Lender Note will be invested in Nonpurpose Investments having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the Borrower reasonably expects that at least 85% of the spendable proceeds of the Governmental Lender Note will be used to carry out the governmental purposes of the Governmental Lender Note within the three-year period beginning on the Closing Date.

(h) Determination of Rebate Amount. The parties hereto recognize that, subject to the provisions of the Regulatory Agreement, the provisions of this Borrower Loan Agreement shall terminate upon execution and delivery hereof. The parties hereto recognize that pursuant to the Regulatory Agreement certain requirements, including the requirements incorporated by reference in this Section, may remain in effect beyond the foregoing period.

(k) Public Approval. The Borrower covenants and agrees that the proceeds of the Governmental Lender Note will not be used in a manner that deviates in any substantial degree from the Project described in the written notice of a public hearing regarding the Governmental Lender Note.

(l) 40/60 Test Election. The Borrower and the Governmental Lender hereby elect to apply the requirements of Section 142(d)(1)(B) to the Project. The Borrower hereby represents,

covenants and agrees, to the extsands during the Qualified Project Period, it complies with all the provisions of the Regulatory Agreement.

(m) Modification of Tax Covenants. Subsequent to the origination of the Funding Loan and prior to its payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Funding Loan Agreement), this Section 5.34 hereof may not be amended, changed, modified, altered or terminated except as permitted herein and by the Funding Loan Agreement and with the Written Consent of the Governmental Lender and the Funding Lender. Anything contained in this Agreement or the Funding Loan Agreement to the contrary notwithstanding, the Governmental Lender, the Funding Lender and the Borrower hereby agree to amend this Borrower Loan Agreement and, if appropriate, the Funding Loan Agreement and the Regulatory Agreement to the extent required, in the opinion of Tax Counsel in order for interest on the Governmental Lender Note to remain excludable from gross income for federal income tax purposes. The party requesting such amendment, which may include the Funding Lender, shall notify the other parties to this Borrower Loan Agreement of the proposed amendment and send a copy of such proposed amendment to Tax Counsel. After review of such proposed amendment, Tax Counsel shall render to the Funding Lender and the Governmental Lender an opinion as to the effect of such proposed amendment upon the excludability of interest on the Governmental Lender Note for the gross income of the recipient thereof for federal income tax purposes. The Borrower shall pay all the attorney fees and expenses incurred with respect to such amendment. The Borrower, Tax Counsel, the Funding Lender and, where applicable, the Funding Lender, pursuant to direction from the Comptroller, shall execute, deliver and, if applicable, the Borrower shall file of record, any and all documents and instruments, including without limitation an amendment to the Regulatory Agreement, with a file stamped copy to the Funding Lender, necessary to effectuate the intent of this Section 5.34, and the Borrower and the Governmental Lender hereby appoint the Funding Lender as their true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the Governmental Lender, as is applicable, any such document or instrument which such Person may be ordered by and upon instruction of Tax Counsel to deliver; the Borrower or the Governmental Lender's failure to perform any of its obligations under this Section 5.34 provided, however, that the Funding Lender shall take no action under this Section 5.34 without first notifying the Borrower or the Governmental Lender, as is applicable, of its intention to take such action and providing the Borrower or the Governmental Lender, as is applicable, a reasonable opportunity to comply with the requirements of this Section 5.34.

The Borrower irrevocably authorizes and directs the Funding Lender to pay to the Treasury Department from any other moneys held by the Funding Lender or any agent of the Governmental Lender or the Funding Lender. The Borrower further covenants and agrees that, pursuant to the requirements of Treasury Regulation Section 1.148-3(b), if no other related person contemplated by such regulation shall purchase or receive assignment of the Governmental Lender Note, a separate record of the amount held by the Borrower under

Section 5.35. Payment of Rebate.

(a) Arbitrage Rebate. The Borrower agrees to take all steps necessary to compute and pay any rebatable arbitrage in order for the Funding Loan or the Governmental Lender Note to be in accordance with Section 148(f) of the Code including:

(1) Delivery of Documents and Money on Computation Dates. The Borrower will deliver to the Servicer, within 55 days after each Computation Date

(A) a statement, signed by the Borrower, stating the Rebate Amount as of such Computation Date,

(B) if such Computation Date is an Initial Interest Computation Date or an Annual Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to at least 90% of the Rebate Amount as of such Installment Computation Date, less any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations), or (2) if such Computation Date is the Final Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to the Rebate Amount as of such Final Computation Date, less any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations), and

(C) an Internal Revenue Service Form 8038-T properly signed and completed as of such Computation Date.

(c) Correction of Underpayments. If the Borrower shall discover or be notified at any time that any payment paid to the United States Treasury pursuant to this Section 5.8 on account of an Investment Earnings (as defined in Section 1.148-1(b) of the Regulations) shall have failed to satisfy any requirement of Section 148 of the Regulations (whether or not such failure is due to any default by the Borrower), the Governmental Lender or the Treasury Lender, the Borrower shall promptly pay to the Servicer (for deposit to the Rebate Fund) and cause the Servicer to pay to the United States Treasury from the Rebate Fund the Underpayment of the Rebate Amount, together with any penalty and interest thereon as specified in Section 1.148-3(h) of the Regulations, within 175 days after any discovery or notice and shall deliver to the Servicer an Internal Revenue Service Form 8038-T completed as of such date. If such timely payment of the Rebate Amount, together with any penalty and/or interest due, is not paid to the United States Treasury in the amount and manner and by the time specified in the Regulations, the Borrower shall take such steps as are necessary to prevent the Governmental Lender Note from becoming an arbitrage bond within the meaning of Section 148 of the Code.

(d) Records. The Borrower shall retain for six years a computer record sufficient to the Letter established under this Borrower Loan Agreement and sufficient enough to prepare the documents described in this Section 5.8 for at least six years after the later of the final maturity of the Governmental Lender Note or the date the Funding Loan is retired or paid.

(e) Costs. The Borrower agrees to pay all of the fees and expenses of a Nationally Recognized Bond Counsel, the Rebate Analyst, a certified public accountant and any other necessary consultant employed by the Borrower or the Treasury Lender in connection with computing the Rebate Amount.

(f) No Diversion of Rebatable Arbitrage. The Borrower will not voluntarily pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment or engagement which is treated as a Gross Proceeds of the Funding Loan which is not purchased at Fair Market Value or includes terms that the Borrower would not have included if the Funding Loan were not subject to Section 148(f) of the Code.

(vi) Modification of Requirements. If at any time during the term of this Agreement, the Governmental Lender, the Funding Lender or the Borrower desires to take any action which would otherwise be prohibited by the terms of this Section 5.35, such Person shall be permitted to take such action if it shall first obtain and provide to the other Persons named herein a Tax Counsel No Adverse Effect Opinion with respect to such action.

(b) Rebate Fund. The Servicer shall establish and hold a separate fund designated as the "Rebate Fund." The Servicer shall deposit or transfer to the credit of the Rebate Fund each amount delivered to the Servicer by the Borrower for deposit thereto and each amount directed by the Borrower to be transferred thereto.

(c) Within 15 days after each receipt or transfer of funds to the Rebate Fund, the Servicer shall withdraw from the Rebate Fund and pay to the United States of America the entire balance of the Rebate Fund.

(d) All payments to the United States of America pursuant to this Section 5.35 shall be made by the Servicer for the account and in the name of the Governmental Lender and shall be paid through the United States Mail (rebate receipt requested or overnight delivery), addressed to the appropriate Internal Revenue Service Center and accompanied by the appropriate Internal Revenue Service forms (such forms to be provided to the Servicer by the Borrower or the Rebate Analyst as set forth in this Section 5.35).

(e) The Borrower shall preserve all statements, forms and explanations received delivered pursuant this Section 5.35 and all records of transactions in the Rebate Fund until six years after the retirement of the Funding Loan.

(f) Moneys and securities held in the Rebate Fund shall not be deemed funds of the Funding Lender or of the Governmental Lender and are not pledged or otherwise subject to any security interest in favor of the Funding Lender to secure the Funding Loan or any other obligations.

(g) Notwithstanding anything to the contrary in this Borrower Loan Agreement, no payment shall be made to the United States of the Borrower shall furnish to the Governmental Lender and the Funding Lender an opinion of Tax Counsel to the effect that such payment is not required under Section 148(f) and (f) of the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Governmental Lender Note. In such event, the Borrower shall be entitled to withdraw funds from the Rebate Fund to the extent the Borrower shall provide a Tax Counsel No Adverse Effect Opinion to the Governmental Lender and the Funding Lender with respect to such withdrawal.

(h) Notwithstanding the foregoing, the computations and payments of rebate amounts referred to in this Section 5.35 need not be made to the extent that neither the Governmental Lender nor the Borrower will thereby fail to comply with any requirements of Section 148(f) of the Code based on a Tax Counsel No Adverse Effect Opinion, a copy of which shall be provided to the Funding Lender.

Section 5.36. Covenants under Funding Loan Agreement. The Borrower will fully and faithfully perform all the duties and obligations which the Governmental Lender has covenanted and agreed in the Funding Loan Agreement to cause the Borrower to perform and any duties and obligations which the Borrower is required in the Funding Loan Agreement to perform. The foregoing will not apply

to any duty or undertaking of the Governmental Lender which by its nature cannot be delegated or assigned.

Section 5.37. Notice of Default. The Borrower will advise the Governmental Lender, the Funding Lender and the Servicer promptly in writing of the occurrence of any Potential Default or Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

Section 5.38. Continuing Disclosure Agreement. The Borrower and the Funding Lender shall enter into the Continuing Disclosure Agreement to provide for the continuing disclosure of information about the Governmental Lender Note, the Borrower and other matters as specifically provided for in such Agreement.

ARTICLE VI
NEGATIVE COVENANTS

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Payment Obligation or other obligation of Borrower under any of the other Borrower Loan Documents or the Funding Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

Section 6.1. Management Agreement. Without First obtaining the Funding Lender's prior Written Consent, enter into the Management Agreement and thereafter the Borrower shall not, without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld) and subject to the Regulatory Agreement, (i) surrender, terminate or cancel the Management Agreement or otherwise replace the Manager or enter into any other management agreement, (ii) reduce or consent to the reduction of the term of the Management Agreement, (iii) increase or consent to the increase of any charges under the Management Agreement, (iv) otherwise modify, change or supplement the Management Agreement in any material respect, or waive or release any material rights of the Borrower and remedies under the Management Agreement, or (v) suffer or permit the occurrence and continuance of a default (beyond any applicable cure period under the Management Agreement) by any successor manager (except that such default permits the Manager to terminate the Management Agreement for such successor manager's material default), provided, the Borrower may terminate or renew the Management Agreement on the same terms and conditions without the Funding Lender's prior written consent. [INDICATE THAT INITIAL MANAGEMENT AGREEMENT WITH MERCY HOUSING HAS BEEN APPROVED.]

Section 6.2. Dissolution. Dissolve or liquidate, or suffer or permit any Change in Ownership or Control of the Borrower.

Section 6.3. Change in Business or Operation of Property. Enter into any line of business other than the ownership and operation of the Project or make any change in the scope or nature of its business objectives, purposes or operations or undertake or participate in activities which would change the character of its present business and activities in relation to or affect the ownership or operation of the Project as a multi-family property or terminate such business for any reason whatsoever (other than temporary cessation of business in connection with construction or rehabilitation, as appropriate, of the Project).

Section 6.4. Debt Cancellation. Cancel or otherwise forgive or release any claim or debt owed to the Borrower by a Person, except for adequate consideration or in the ordinary course of the Borrower's business on terms reasonably prudent.

Section 6.5. Assets. Purchase or own any real property or personal property incidental thereto other than the Project.

Section 6.6. Transfers. Make, suffer or permit the occurrence of any Transfer other than a transfer permitted under the Security Instrument, nor transfer any material License required for the operation of the Project.

Section 6.7. Debt. Other than as expressly approved in writing by the Funding Lender, create, incur or assume any indebtedness for borrowed money (including subordinate debt) whether unsecured or secured by all or any portion of the Project or interest therein or in the Borrower or any partner thereof (including subordinate debt) other than (i) the Borrower Payment Obligations (ii) the Subordinate Debt, (iii) secured indebtedness incurred pursuant to or permitted by the Borrower Loan Documents and the Funding Loan Documents, and (iv) trade payables incurred in the ordinary course of business.

Section 6.8. Assignment of Rights. Without the Funding Lender's prior Written Consent, attempt to assign the Borrower's rights or interest under any Borrower Loan Document or Funding Loan Document in contravention of any Borrower Loan Document or Funding Loan Document.

Section 6.9. Principal Place of Business. Change its principal place of business without providing 30 days' prior Written Notice of the change to the Funding Lender and the Servicer.

Section 6.10. Partnership Agreement. Without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld) surrender, terminate, cancel, modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect, any of its rights or remedies under the Partnership Agreement, provided, however, the consent of Funding Lender is not required for an amendment of the Partnership Agreement resulting solely from the "Permitted Transfer" of partnership interests of Borrower as defined in and permitted by the Security Instrument.

Section 6.11. ERISA. Maintain, sponsor, contribute to or become obligated to contribute to, or suffer or permit any ERISA Affiliate of the Borrower to maintain, sponsor, contribute to or become obligated to contribute to, any Plan, or permit the assets of the Borrower to become "plan assets" whether by operation of law or under regulations promulgated under ERISA.

Section 6.12. No Hedging Arrangements. Without the prior Written Consent of the Funding Lender or unless otherwise required by this Borrower Loan Agreement, the Borrower will not enter into or guarantee, provide security for or otherwise undertake any form of contractual obligation with respect to any interest rate swap, interest rate cap or other arrangement that has the effect of an interest rate swap or interest rate cap or that otherwise (directly or indirectly, derivatively or synthetically) affect hedges interest rate risk associated with being a debtor of variable rate debt or any agreement or other arrangement to enter into any of the above on a future date or after the occurrence of one or more events in the future.

Section 6.13. Loans and Investments; Distributions; Related Party Payments.

(a) Without the prior Written Consent of Funding Lender in each instance, Borrower shall not (i) lend money, make investments or extend credit, other than in the ordinary course of its business as presently conducted, or (ii) repurchase, redeem or otherwise acquire any interest in Borrower, any Affiliate or any other Person owning an interest, directly or indirectly, in Borrower, or make any distribution, in cash or in kind, in respect of interests in Borrower, any Affiliate or any other Person owning an interest, directly or indirectly, in Borrower (except to the

extent permitted by the Security Instrument and subject to the limitations set forth in Section 7.1 hereof).

(ii) Disbursements for fees and expenses of any Affiliate of Borrower and developer fees (however characterized) will only be paid to the extent that such fee or expense bears a proportionate relationship to the percentage of completion of the construction or rehabilitation, as the case may be, of the Improvements, as determined by the Construction Consultant and only after deduction of the applicable Retainage. Except as otherwise permitted hereunder or by the Lending Lender, no Disbursements for the Developer Fee or any "deferred developer fees" shall be made.

Section 6.14. Amendment of Related Documents or CC&Rs. Without the prior Written Consent of Lending Lender in each instance, except as provided herein, Borrower shall not enter into or consent to any amendment, termination, modification or other alteration of any of the Related Documents or any of the CC&Rs (including, without limitation, those contained in the Borrower Loan Agreement, any Architect's Agreement or Engineer's Contract, any Construction Contract, and any Management Agreement), but excluding the Partnership Agreement, which is covered by Section 6.18), or any assignment, transfer, pledge or hypothecation of any of the foregoing, if any.

Section 6.15. Personal Property. Borrower shall not install materials, personal property, equipment or fixtures subject to any security agreement, conditional sale contract or other arrangement reserving to any Person other than Borrower the right to remove or repossess any such materials, equipment or fixtures, or whereby title to any of the same is not conclusively vested in Borrower at the time of installation, without Lending Lender's prior Written Consent; provided, however, that this Section 6.15 shall not apply to laundry equipment or other equipment that is owned by a third party vendor and customarily rented.

Section 6.16. Fiscal Year. Without Lending Lender's Written consent, which shall not be unreasonably withheld, neither Borrower nor General Partner shall change the dates of commencement or termination of its fiscal years or its accounting periods or the principles of accounting, other than to conform to GAAP.

Section 6.17. Publicity. Neither Borrower nor any of Borrower's Principals or Affiliates shall issue or cause the publication of any press release or other communication relating to any public disclosure (including solicitation of any public offering) using the name of Lending Lender or any of its Affiliates as the source of the financing provided for herein, without the prior written approval of Lending Lender in each instance (except that nothing herein shall prevent Borrower or General Partner from identifying Lending Lender or its Affiliates as the source of such financing to the extent that Borrower or General Partner are required to do so by disclosure requirements applicable to publicly held companies). Borrower and General Partner agree that no sign shall be posted on the Property in connection with the construction or rehabilitation of the Improvements unless such sign identifies Lender Parties as the source of the financing provided for herein or Lending Lender consents to not being identified on any such sign.

Section 6.18. Subordinate Loan Documents. Without Lending Lender's prior written consent, Borrower will not surrender, terminate, cancel, modify, change, supplement, alter or amend, waive, release, assign, transfer, pledge or hypothecate any of its rights or remedies under the Subordinate Loan Documents.

Section 6.19. Reserved.

ARTICLE VII
RESERVED

ARTICLE VIII
DEFAULTS

Section 8.1. Events of Default. Each of the following events shall constitute an "Event of Default" under the Borrower Loan Agreement:

(a) failure by the Borrower to pay any Borrower Loan Payment on the date and on the date such payment is due in accordance with the terms and provisions of the Borrower Note, or the failure by the Borrower to pay any Additional Payment on the date such payment is due in accordance with the terms and provisions of the Borrower Note, the Security Instrument, this Borrower Loan Agreement or any other Borrower Loan Document;

(b) failure by or on behalf of the Borrower to pay when due any amount (other than as provided in subsection (a) above or elsewhere in this Section 8.1) required to be paid by the Borrower under this Borrower Loan Agreement, the Borrower Note, the Security Instrument or any of the other above-mentioned Loan Documents or Lending Documents, including a failure to repay any amounts that have been previously paid but are recovered after or required pursuant to any insolvency, bankruptcy, liquidation or similar proceedings which default continues unremedied for a period of four (4) days after written notice thereof has been given to the Borrower;

(c) an Event of Default, as defined in the Borrower Note, the Security Instrument or any other Borrower Loan Document, occurs (to the extent an "Event of Default" is not defined in any other Borrower Loan Document, any default or breach by the Borrower or any Guarantor of its representations, covenants, representations or warranties under such Borrower Loan Document occurs and any applicable notice and/or cure period has expired);

(d) any representation or warranty made by any of the Borrower, the Guarantor or the Controlling Partner in any Borrower Loan Document or pursuant to any Borrower Loan Document to which it is a party, or in any report, certificate, financial statement or other instrument, agreement or document furnished by the Borrower, the Guarantor or the Controlling Partner in connection with any Borrower Loan Document or Lending Loan Document proves to be false or misleading in any material respect as of the Closing Date;

(e) the Borrower shall make a general assignment for the benefit of creditors or shall generally not be paying its debts as they become due;

(f) the Borrower, Controlling Entity or Guarantor shall cause a general assignment for the benefit of creditors, shall generally not be paying its debts as they become due or an Act of Bankruptcy with respect to the Borrower, Controlling Entity or Guarantor shall occur (unless in all cases the Borrower, Controlling Entity or Guarantor is replaced with a substitute Borrower, Controlling Entity that satisfies the requirements of Section 21 of the Security Instrument which, in the case of a non-profit Borrower, Controlling Entity, may be replaced within sixty (60) days of such event with another non-profit Borrower, Controlling Entity acceptable to the Lender in which case no Event of Default shall be deemed to have occurred);

(e) any portion of Borrower Deferred Equity to be made by Equity Investor not required for the completion of the construction or rehabilitation, as the case may be, of the Improvements, or (ii) the operation of the Improvements, is not received in accordance with the Partnership Agreement after the expiration of all applicable notice and cure periods;

(h) the failure by Borrower or any ERISA Affiliate of Borrower to comply in all respects with ERISA, or the occurrence of any other event with respect to the failure of Borrower or any ERISA Affiliate to pass any amount required to be paid under ERISA or with respect to the termination of, or withdrawal of Borrower or any ERISA Affiliate from, any employee benefit or welfare plan subject to ERISA the effect of which is to impose upon Borrower (after giving effect to the tax consequences thereof) the payment of any amount in excess of Fifty Thousand Dollars ($50,000);

(i) a Bankruptcy Event shall occur with respect to Borrower, any General Partner or Guarantor, or there shall be a change in the assets, liabilities or financial position of any such Person which has a material adverse effect upon the ability of such Person to perform such Person's obligations under the Borrower Loan Agreement, any other Borrower Loan Document or any Related Document, provided that any such Bankruptcy Event with respect to Guarantor shall not constitute an Event of Default (i) if such Bankruptcy Event occurs on or after the date upon which the Guaranty terminates in accordance with its terms for the date upon which all of the Guarantees have terminated in accordance with their terms, provided that the Guaranty was executed by such Guarantor and (ii) if such Bankruptcy Event occurs on or after the date upon which the Guaranty terminates in accordance with its terms for the date upon which all of the Guarantees have terminated in accordance with their terms, provided that the Guaranty was executed by such Guarantor and the Borrower replaces such Guarantor with a person or entity satisfactory to Funding Lender's mortgage credit standards for guarantors and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender;

(j) all or any part of the property of Borrower is attached, levied upon or otherwise seized by legal process and such attachment, levy or seizure is not stayed, dismissed or released (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements without regard to the date thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements within thirty (30) days of the date thereof;

(k) subject to Section 10 hereof, Borrower fails to pay when due any monetary obligation (other than pursuant to this Borrower Loan Agreement) to any Person in excess of $100,000, and such failure continues beyond the expiration of any applicable cure or grace periods;

(l) any material litigation or proceeding is commenced before any Governmental Authority against or affecting Borrower, any General Partner or Guarantor, or property of Borrower, any General Partner or Guarantor, or any part thereof, and such litigation or proceeding is not defended diligently and in good faith by Borrower, any General Partner or Guarantor, as applicable, provided that any such material litigation or proceeding against a Guarantor shall not constitute an Event of Default (i) if such material litigation is commenced on or after the date upon which the Guaranty terminates in accordance with its terms for the date upon which all of the Guarantees have terminated in accordance with their terms, provided that the Guaranty was executed by such Guarantor, or (ii) if such material litigation or proceeding is commenced prior to the date upon which the Guaranty terminates in accordance with its terms for

the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender.

(iii) a final judgment or decree for monetary damages in excess of $50,000 (if against Borrower or General Partner) or $100,000 (if against Guarantor) or a monetary fine or penalty (not subject to appeal or as to which the time for appeal has expired) is entered against Borrower, any General Partner or Guarantor by any Governmental Authority, and such judgment, decree, fine or penalty is not paid and discharged or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment, fine or penalty), provided that any such judgment, decree, fine or penalty against a Guarantor shall not constitute an Event of Default (i) if such judgment, decree, fine or penalty is entered on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) or (ii) if such judgment, decree, fine or penalty is entered prior to the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender.

(iv) a final, unappealable and unbonded money judgment or judgments, in favor of any Person other than a Governmental Authority, in the aggregate sum of $50,000 (if against Borrower or General Partner) or $100,000 (if against Guarantor) or more shall be rendered against Borrower, any General Partner or Guarantor, or against any of their respective assets, that is not paid, superseded or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment), or any levy of execution, writ or warrant of attachment, or similar process, is entered or filed against Borrower, any General Partner or Guarantor, or against any of their respective assets (that is likely to have a material adverse effect upon the ability of Borrower, any General Partner or Guarantor to perform their respective obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document) and such judgment, writ, warrant or process shall remain unsatisfied, unsettled, unvacated, unbonded and unstayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, for a period of ten (10) days or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, for a period of thirty (30) days, or in any event later than five (5) Business Days prior to the date of any proposed sale thereunder, provided that any such judgment, levy, writ, warrant, attachment or similar process against a Guarantor shall not constitute an Event of Default (i) if such judgment, levy, writ, warrant, attachment or similar process is entered on or after the date upon which the Guaranty terminates in accordance with its terms (or the date upon which all of the Guaranties have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) or (ii) if such judgment, levy, writ, warrant, attachment or similar process is entered prior to the date upon which the

Guaranty terminates in accordance with its terms for the date upon which all of the Guarantees have terminated in accordance with their terms, if more than one Guaranty was executed by such Guarantor) and the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender.

(o) the inability of Borrower to satisfy any condition for the receipt of a Disbursement hereunder (other than an Event of Default specifically addressed in this Section 8.1) and failure to resolve the situation to the satisfaction of Funding Lender for a period in excess of thirty (30) days after Written Notice from Funding Lender unless (i) such inability shall have been caused by conditions beyond the control of Borrower, including, without limitation, acts of God or the elements, fire, strikes and disruption of shipping, (ii) Borrower shall have made adequate provision, acceptable to Funding Lender, for the protection of materials stored on-site or off-site and for the protection of the Improvements to the extent then constructed against deterioration and against other loss or damage or theft, (iii) Borrower shall furnish to Funding Lender satisfactory evidence that such cessation of construction or rehabilitation will not adversely affect or interfere with the rights of Borrower under action and materials contracts or subcontracts relating to the construction or operation of the Improvements, and (iv) Borrower shall furnish to Funding Lender satisfactory evidence that the completion of the construction or rehabilitation of the Improvements can be accomplished by the Completion Date.

(p) the construction or rehabilitation of the Improvements is abandoned or halted prior to completion for any period of thirty (30) consecutive days, (unless Borrower has furnished to Funding Lender satisfactory evidence that the completion of the construction or rehabilitation of the Improvements can be accomplished by the Completion Date).

(q) Borrower shall fail to keep in force and effect any material permit, license, consent or approval required under this Borrower Loan Agreement, or any Governmental Authority with jurisdiction over the Mortgaged Property or the Project orders or requires that construction or rehabilitation of the Improvements be stopped, in whole or in part, or that any required approval, license or permit be withdrawn or suspended, and the order requirement, withdrawal or suspension remains in effect for a period of thirty (30) days, (unless Borrower has furnished to Funding Lender satisfactory evidence that the completion of the construction or rehabilitation of the Improvements can be accomplished by the Completion Date).

(r) failure by the Borrower to Substantially complete the construction or rehabilitation, as the case may be, of the Improvements in accordance with this Borrower Loan Agreement on or prior to the Substantial Completion Date.

(s) failure by Borrower to complete the construction or rehabilitation, as they may be, of the Improvements in accordance with this Borrower Loan Agreement on or prior to the Completion Date.

(t) [Reserved].

(u) failure by any Subordinate Lender to disburse the proceeds of its Subordinate Loan in approximately such amounts and at approximately such time, as set forth in the Cost Breakdown and in the Subordinate Loan Documents.

(v) an "Event of Default" or "Default" (as defined in the applicable agreement) shall occur under any of the Subordinate Loan Documents or the Redevelopment Agreement, after the expiration of all applicable notice and cure periods, or

(w) Borrower fails to obtain all grading, foundation, building and all other construction permits, licenses and authorizations from all applicable Government Authorities or third parties necessary for the completion of the construction or rehabilitation, as the case may be, of the Improvements, and the operation of, and access to, the Project, within [ ] days after the Closing Date, or

(x) any failure by the Borrower to perform or comply with any of its obligations under this Borrower Loan Agreement (other than those specified in this Section 9.1) as and when required, which continues for a period of thirty (30) days after written notice of such failure by Funding Lender or the Servicer on its behalf to the Borrower, provided, however, if such failure is susceptible of cure but cannot reasonably be cured within such thirty (30) day period, and the Borrower shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for an additional period of time as is reasonably necessary for the Borrower in the exercise of due diligence to cure such failure, such additional period not to exceed sixty (60) days. However, no such notice or grace period shall apply to the extent such failure could, in the Funding Lender's judgment, absent immediate exercise by the Funding Lender of a right or remedy under this Borrower Loan Agreement, result in harm to the Funding Lender, impairment of the Borrower Note or this Borrower Loan Agreement or any security given under any other Borrower Loan Document.

(y) additionally, except with respect to any payment due on the Borrower Note and Additional Borrower Payments, (a) any Potential Default or Event of Default that occurs by reason of acts or omissions of a general partner of Borrower shall be deemed cured if such general partner of Borrower is replaced, within thirty (30) days after notice to Borrower of such Potential Default or Event of Default by Funding Lender, by a substitute general partner approved by Funding Lender in its sole discretion (except if such replacement is an affiliate of the Equity Investor, no such approval by Funding Lender shall be required, provided in either case such [replacement is approved by the Governmental Lender in the manner and to the extent provided in the Regulatory Agreement (as defined in the Funding Loan Agreement) and such substitute general partner timely cures such Potential Default or Event of Default), and (b) any Potential Default or Event of Default that occurs which can be cured by replacement of any guarantor of the Borrower Loan shall be deemed cured if such guarantor is replaced by a substitute guarantor approved by Funding Lender in its sole discretion, which substitute guarantor executes such guaranty agreements requested by Funding Lender within thirty (30) days after notice to Borrower of such Potential Default or Event of Default by Funding Lender.

Section 8.2. Remedies.

Section 8.2.1 Acceleration. Upon the occurrence of an Event of Default (other than an Event of Default described in paragraph (e), (f) or (k) of Section 8.1) and at any time and from time to time thereafter, as long as such Event of Default continues to exist, in addition to any other rights or remedies available to the Governmental Lender pursuant to the Borrower Loan Documents or at law or in equity, the Funding Lender may, take such action, without notice or demand, as the Funding Lender deems advisable to protect and enforce its rights against the Borrower and in and to the Project, including declaring the Borrower Payment Obligations to be immediately due and payable (including, without limitation, the principal of, Prepayment Premium, if any, and interest on and all other amounts due on the

Borrower Note to be immediately due and payable), without notice or demand, and apply such payment of the Borrower Payment Obligations in any manner and in any order determined by Funding Lender, at Funding Lender's sole and absolute discretion, and upon any event of Default described in paragraph (e) (1) or (4) of Section 8.4, the Borrower Payment Obligations shall become immediately due and payable, without notice or demand, and the Borrower hereby expressly waives any such notice or demand, anything contained in any Borrower Loan Document to the contrary notwithstanding. Notwithstanding anything herein to the contrary, enforcement of remedies hereunder and under the Funding Loan Agreement shall be controlled by the Funding Lender.

Section 8.2.2 Remedies Cumulative. Upon the occurrence of an Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to the Funding Lender against the Borrower under the Borrower Loan Documents or at law or in equity may be exercised by the Funding Lender, at any time and from time to time, whether or not all or any of the Borrower Payment Obligations shall be declared due and payable, and whether or not the Funding Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Borrower Loan Documents. Any such actions taken by the Funding Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as the Funding Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of the Funding Lender permitted by law, equity or contract or as set forth in the Borrower Loan Documents. Without limiting the generality of the foregoing, the Borrower agrees that if an Event of Default is continuing, all Funding Lender rights, remedies or privileges provided to the Funding Lender shall remain in full force and effect until they have exhausted all of its remedies, the Security Instrument has been foreclosed, the Project has been sold and/or otherwise realized upon satisfaction of the Borrower Payment Obligations or the Borrower Payment Obligations has been paid in full. To the extent permitted by applicable law, nothing contained in any Borrower Loan Document shall be construed as requiring the Funding Lender to resort to any portion of the Project for the satisfaction of any of the Borrower Payment Obligations in preference or priority to any other portion, and the Funding Lender may seek satisfaction out of the entire Project or any part thereof, in its absolute discretion.

Notwithstanding any provision herein to the contrary, the Governmental Lender and the Funding Lender agrees that any cure of any default made or tendered by the Equity Investor 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 8.2.3 Delay. No delay or omission to exercise any remedy, right, power exercised upon an Event of Default, or the granting of any indulgence or compromise by the Funding Lender shall impair any such remedy, right or power hereunder or be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Potential Default or Event of Default shall not be construed to be a waiver of any subsequent Potential Default or Event of Default or to impair any remedy, right or power consequent thereon. Notwithstanding any other provision of this Borrower Loan Agreement, the Funding Lender reserves the right to seek a deficiency judgment or preserve a deficiency claim, in connection with the foreclosure of the Security Instrument to the extent necessary to foreclose on the Project, the Rents, the funds or any other collateral.

Section 8.2.4 Set Off; Waiver of Set Off. Upon the occurrence of an Event of Default, Funding Lender may, at any time and from time to time, without notice to Borrower or any other Person (any such notice being expressly waived), set off and appropriate and apply (against and on account of any obligations and liabilities of Borrower to Funding Lender arising under or connected with this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan

Documents, irrespective of whether or not Funding Lender shall have made any demand therefor, and although such obligations and liabilities may be contingent or unmatured) and Borrower hereby grants to Funding Lender, as security for the Payment Obligations, a security interest in, any and all deposits (general or special, including but not limited to Debt evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts) and any other Debt at any time held or owing by Funding Lender to or for the credit or the account of Borrower.

Section 8.2.5 Assumption of Obligations. In the event that the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under this Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement, and any other Borrower Loan Documents and Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

Section 8.2.6 Accounts Receivable. Upon the occurrence and continuation of an Event of Default, Funding Lender shall have the right, to the extent permitted by law, to impound and take possession of books, records, notes and other documents evidencing Borrower's accounts, accounts receivable and other claims for payment of money, arising in connection with the Project, and to make direct collections on such accounts, accounts receivable and claims for the benefit of Funding Lender.

Section 8.2.7 Defaults under Other Documents. Funding Lender shall have the right to cure any default under any of the Related Documents and the Subordinate Loan Documents, but shall have no obligation to do so.

Section 8.2.8 Abatement of Disbursements. Notwithstanding any provision to the contrary herein or any of the other Borrower Loan Documents or the Funding Loan Documents, Funding Lender's obligation to make further Disbursements shall abate in during the continuance of any Potential Default (unless the funding of the Disbursement would result in the cure of such Potential Default), (i) after any disclosure to Funding Lender of any act or circumstance that, absent such disclosure, would cause any representation or warranty of Borrower to fail to be true and correct in all material respects, unless and until Funding Lender elects to permit further Disbursements notwithstanding such event or circumstance, and (ii) upon the occurrence and continuation of any Event of Default.

Section 8.2.9 Completion of Improvements. Upon the occurrence and continuation of any Event of Default, Funding Lender shall have the right to cause an independent contractor selected by Funding Lender to enter into possession of the Project and to perform any and all work and labor necessary for the completion of the Project substantially in accordance with the Plans and Specifications, if any, and to perform Borrower's obligations under this Borrower Loan Agreement. All sums expended by Funding Lender for such purposes shall be deemed to have been disbursed to and borrowed by Borrower and shall be secured by the Security Documents.

Section 8.2.10 Right to Directly Enforce. Notwithstanding any other provision hereof to the contrary, the Funding Lender shall have the right to directly enforce all rights and remedies hereunder with or without involvement of the Governmental Lender, provided that only the Governmental Lender may enforce the Unassigned Rights and Funding Lender shall not impair Governmental Lender's enforcement of Unassigned Rights. In the event that any of the provisions set forth in this Section 8.2.10 are inconsistent with the covenants, terms and conditions of the Security Instrument, the covenants, terms and conditions of the Security Instrument shall prevail.

Section 8.2.11 Power of Attorney. Effective upon the occurrence of an Event of Default, and continuing until and unless such Event of Default is cured or waived, Borrower hereby constitutes and appoints Funding Lender or an independent contractor selected by Funding Lender, as its true and lawful attorney in fact with full power of substitution, for the purposes of completion of the Project and performance of Borrower's obligations under this Borrower Loan Agreement in the name of Borrower, and hereby empowers said attorney-in-fact to do any or all of the following upon the occurrence and continuation of an Event of Default (it being understood and agreed that said power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until full payment and performance of all obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and the Fund of Loan Documents):

(a) to use any of the funds of Borrower or General Partner (including any balance of the Borrower Loan, as applicable, and any funds which may be held by Funding Lender for Borrower (including all funds in all deposit accounts in which Borrower has granted to Funding Lender a security interest), for the purpose of effecting completion of the construction or rehabilitation, as the case may be, of the Improvements, in the manner called for by the Plans and Specifications;

(b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the Project or substantially the manner contemplated by the Plans and Specifications;

(c) to employ any contractors, subcontractors, agents, architects and inspectors required for said purposes;

(d) to employ attorneys to defend against attempts to interfere with the exercise of power granted hereby;

(e) to pay, settle or compromise all existing bills and claims which are or may be liens against the Project, the improvements or the Project, or may be necessary or desirable for the completion of the construction or rehabilitation, as the case may be, of the Improvements, or clearance of objections to or encumbrances on title;

(f) to execute all applications and certificates in the name of Borrower, which may be required by any other contract or contract;

(g) to prosecute and defend all actions or proceedings in connection with the Project and to take such action, require such performance, and do any and every other act as is deemed necessary with respect to the completion of the construction or rehabilitation, as the case may be, of the Improvements, which Borrower might do on its own behalf;

(h) to let new or additional contracts to the extent not prohibited by their existing contracts;

(i) to employ watchmen and erect security fences to protect the Project from injury; and

(j) to take such action and require such performance as it deems necessary under any of the bonds or insurance policies to be furnished hereunder, to make settlements and compromises with the sureties or insurers thereunder, and in connection therewith to execute instruments of release and satisfaction.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default, rights and remedies may be pursued pursuant to the terms of the Borrower Loan Documents and the Funding Loan Documents. The parties hereto acknowledge that, among the possible outcomes in the pursuit of such remedies, is the situation where the Funding Lender assignees or designees become the owner of the Project and assume the obligations identified above, and the Borrower Note, the Borrower Loan and the other Borrower Loan Documents and Funding Loan Documents remain outstanding.

ARTICLE IX
SPECIAL PROVISIONS

Section 9.1. Sale of Note and Secondary Market Transaction.

Section 9.1.1 Cooperation. Subject to the restrictions of Section 2.4(b) of the Funding Loan Agreement, at the Funding Lender's or the Servicer's request (to the extent not already required to be provided by the Borrower under this Borrower Loan Agreement), the Borrower shall use reasonable efforts to satisfy the market standards to which the Funding Lender or the Servicer customarily adheres or which may be reasonably required in the marketplace or by the Funding Lender or the Servicer in connection with one or more sales or assignments of all or a portion of the Governmental Lender Note or participations therein or securitizations of single or multi-class securities (the "Securities") secured by or evidencing ownership interests in all or a portion of the Borrower Loan (each such sale, assignment and/or securitization, a "Secondary Market Transaction"), provided that neither the Borrower nor the Governmental Lender shall incur any third party or other out of pocket costs and expenses in connection with a Secondary Market Transaction, including the costs associated with the delivery of any Provided Information or any opinions required in connection therewith, and all such costs shall be paid by the Funding Lender or the Servicer, and that not interfere with Borrower's rights or obligations. Without limiting the generality of the foregoing, the Borrower shall, with respect to the Borrower Loan to still outstanding:

(a) (i) provide such financial and other information with respect to the Borrower Loan and with respect to the Project, the Borrower, the Manager, the contractor of the Project or the Borrower Controlling Entity, (ii) provide financial statements, audited, if available, relating to the Project with customary disclaimers for any forward looking statements or lack of audit, and (iii), at the expense of the Funding Lender or the Servicer, perform or permit or cause to be performed or permitted such site inspections, appraisals, surveys, 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 from time to time by the Funding Lender or the Servicer or the Rating Agencies or as may be necessary or appropriate in connection with a Secondary Market Transaction or Exchange Act requirements (the items provided to the Funding Lender or the Servicer pursuant to this paragraph (a), being called the "Provided Information"), together, if customary, with appropriate verification of and/or reliance to the Provided Information through letters of auditors or opinions of counsel of independent attorneys acceptable to the Funding Lender or the Servicer and the Rating Agencies;

(b) make such representations and warranties as of the closing date of any Secondary Market Transaction with respect to the Project, the Borrower, the Borrower Loan Documents and the Funding Loan Documents reasonably acceptable to the Funding Lender or the Servicer, consistent with the facts covered by such representations and warranties as they exist on the date thereof; and

(c) execute such amendments to the Borrower Loan Documents and the Funding Loan Documents to accommodate such Secondary Market Transaction so long as such

are otherwise does not affect the representations, warranties of the Borrower Loan Documents and the Guarantor Loan Documents and is not otherwise adverse to the Borrower in its reasonable discretion.

Section 9.1.2 Use of Information. The Borrower understands that certain of the Provided Information and the required records may be included in disclosure documents in connection with a Secondary Market Transaction, including a prospectus or private placement memorandum (each, a "Secondary Market Disclosure Document"), or provided or made available to investors or prospective investors in the Securities, the Rating Agencies and service providers or other parties relating to the Secondary Market Transaction. In that event, the Secondary Market Disclosure Documents required to be revised, the Borrower shall cooperate, subject to Section 9.1.1, with the Lending Lender and the Servicer in updating the Provided Information or required records for inclusion in the Secondary Market Disclosure Document or for other information reasonably required in connection with a Secondary Market Transaction by providing all reasonably requested current information pertaining to the Borrower and the Project necessary to keep the Secondary Market Disclosure Document accurate and complete in all material respects with respect to such matters. The Borrower hereby consents to any and all such disclosures of such information.

Section 9.1.3 Borrower Obligations Regarding Secondary Market Disclosure Documents. In connection with a Secondary Market Transaction, the Borrower shall provide or cause to be provided by Borrower engaged third parties such as the Manager, counsel to provide, as reasonably requested by the Lending Lender pertinent to the Borrower, the Project or such third parties and pertinent to any other matters reasonably requested by the Lending Lender pertinent to the Borrower, the Project or such third parties. The Borrower shall, as requested by the Lending Lender and the Servicer, cooperate to attempt that the Borrower Provided Information portions of such Secondary Market Disclosure Documents, pertinent to the Borrower, the Project, the Manager, and such persons that participate in the other sections reasonably requested and pertinent to the Borrower, the Project or the Manager do not contain any untrue statement of a material fact or fail to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, provided that the Borrower shall not be required to make any representations or warranties regarding any Provided Information obtained from third parties except with respect to information provided to such parties. Furthermore, the Borrower hereby acknowledges the Lending Lender, the Underwriter, the Lender and the Servicer or any Publicity Underwriter such parties may become subject to in connection with such Securities pursuant to any Requirements. The use of the Provided Information in a Secondary Market Disclosure Document, provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information provided to such parties.

Section 9.1.4 Borrower Indemnity Regarding Filings. In connection with filings under the Exchange Act or the Securities Act, the Borrower shall indemnify the Lending Lender, the Underwriter, the Lender and the underwriter group (or any person who "controls" (within the meaning of the Securities Act or the Exchange Act) any such Underwriter or such Lender, the Servicer or the Underwriter Group (any person within the United States at the time a registration statement filed pursuant to the Securities Act or the Exchange Act becomes effective or the date a prospectus is filed with the Commission pursuant to Rule 424(b) under the Securities Act is hereinafter referred to as a "Controlling Person") and their respective officers, directors, partners, employees and agents (collectively, the "Underwriter Group") and each member of the Underwriter Group (any person within the United States at the time a registration statement filed pursuant to the Securities Act or the Exchange Act becomes effective or the date a prospectus is filed with the Commission pursuant to Rule 424(b) under the Securities Act is hereinafter referred to as a "Controlling Person") and their respective officers, directors, partners, employees and agents, if any, as follows: (i) against any losses, claims, damages or liabilities to which the Lending Lender, the Servicer or the Underwriter Group may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Provided Information or any amendment thereof or supplement thereto or necessary to be stated in the Provided Information in order to make the statements in the Provided Information, in the light of the circumstances under which they were made not misleading or arise out of or are based upon the omission or alleged omission to state in the Provided Information a material fact required to be stated in the Provided Information or necessary in order to make the statements in the Provided Information, in the light of the circumstances under which they were made not misleading; and (ii) against any and all expense whatsoever, as reasonably incurred by the Lending Lender, the Servicer or the Underwriter Group in connection with investigating any such liabilities, provided that the Borrower shall not provide any such indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information provided to such parties.

Section 9.1.5 Indemnification Procedures. Promptly after receipt by an indemnified party under Sections 9.1.1 or 9.1.4 hereof of notice of the commencement of any action for which a claim for indemnification is to be made against the Borrower, such indemnified party shall notify the Borrower in writing of such commencement; but the omission to so notify the Borrower will not relieve the Borrower from any liability that it may have to any indemnified party hereunder except to the extent that failure to notify causes prejudice to the Borrower. In the event that any action is brought against any indemnified party, and it notifies the Borrower of the commencement thereof, the Borrower will be entitled, jointly with any other indemnifying party, to participate therein and, to the extent that it (or they) may elect by Written Notice delivered to the indemnified party promptly after receiving the aforesaid notice of commencement, to assume the defense thereof with counsel selected by the Borrower and reasonably satisfactory to such indemnified party in its sole discretion. After notice from the Borrower to such indemnified party under this Section 9.1.5, the Borrower shall not be responsible for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnified party shall settle or compromise any claim for which the Borrower may be liable hereunder without the prior Written Consent of the Borrower.

Section 9.1.6 Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Section 9.1.1 hereof is for any reason held to be unenforceable by an indemnified party in respect of any loss, claim, damage or liability (or action in respect thereof) referred to therein which would otherwise be indemnifiable under Section 9.1.1 hereof, the Borrower shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability (or action in respect thereof); provided, however, that in no event shall any Tax Indemnified Person (within the meaning of Section 10011 of the Securities Act of 1933) be entitled to recover from any Person not entitled to such Tax Indemnification. In determining the amount of contribution to which the respective parties are entitled, the following factors shall be considered: (a) the indemnified parties' and the Borrower's relative knowledge and access to information concerning the matter with respect to which the claim was asserted, (b) the opportunity to correct and prevent any statement or omission, and (c) any other equitable considerations appropriate in the circumstances. The parties hereto hereby agree that it may not be equitable if the amount of such contribution were determined by pro rata or per capita allocation.

ARTICLE X
MISCELLANEOUS

Section 10.1. Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Borrower Loan Document (a "Loan Document") shall be deemed to be given and such notice shall be deemed received (a) upon delivery, if delivery is confirmed by a courier service, (b) upon transmission (provided any receipt or other electronic transmission received by any party after 5:00 p.m. local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), or (c) if delivered or sent by registered or certified mail, postage prepaid, with return receipt requested, addressed as follows:

If to the Borrower: Roosevelt Courts Apartments, LP
Attn: Roosevelt Courts GP, LLC
20 Sandstone Court
DeWitt, Iowa 52742

Copies to: GH Roosevelt, LLC
Attn:
20 Sandstone Court
DeWitt, Iowa 52742

Rosenwald LGG, LLC
Attn: Virginia Pace
39 S. LaSalle St., Suite 808
Chicago, Illinois 60603

USA Rosenwald Courts LLC
c/o The Richman Group
Attn: Joanne D. Flanagan, Esq.
140 Pemberwick Road
Greenwich, CT 06831

If to the Governmental Lender: City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, Suite 1006
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing and Economic Development
Telephone: (312) 744-9176
Facsimile: (312) 742-[illegible]

and with a copy to: City of Chicago
Office of Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Telephone: (312) 744-0200
Facsimile: (312) 744-8538

and with a copy to: City of Chicago
Office of the City Comptroller's Office
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: City Comptroller
Telephone: (312) 744-7500
Facsimile: (312) 742-6544

If to Funding Lender: [Citibank, N.A.
c/o Citi Community Capital
Transaction Management Group
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attention: Derek Head, Transaction Management Group
Esq. Transaction Lawyer
Facsimile: (212) 723-8632

and

	325 East Hillcrest Drive, Suite 160 Thousand Oaks, California 91360 Attention: Operations Manager/Asset Manager Loan/Transaction/File #[illegible] Facsimile: (805) 555-0924
With a copy to:	[Account Specialist (Council Can to obtain the Account Specialist's notice information)] [Insert Account Specialist Address] Attention: [illegible] Loan/Transaction/File #[illegible] Facsimile: [Insert Account Specialist Facsimile Number]
And a copy of any notices of default sent to:	Fitchburg, N.A. Municipal Securities Division 388 Greenwich Street New York, New York 10013 Attention: General Counsel's Office Loan/Transaction/File #[illegible] Facsimile: (212) 723-8900

Any party may change such party's address for the notice or demands required under this Borrower Loan Agreement by providing written notice of such change of address to the other parties by written notice as provided herein.

Section 10.2. Brokers and Financial Advisors. The Borrower hereby represents that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the Borrower Loan, other than those disclosed to the Funding Lender and whose fees shall be paid by the Borrower pursuant to separate agreements. The Borrower and the Funding Lender hereby indemnify and hold the other harmless from and against any and all claims, liabilities, costs and expenses of any kind or any way relating to or arising from a claim by any person that such person acted on behalf of the indemnifying party in connection with the transactions contemplated herein. The provisions of this Section 10.2 shall survive the expiration and termination of this Borrower Loan Agreement and the repayment of the Borrower Payment Obligations.

Section 10.3. Survival. This Borrower Loan Agreement and all covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the making by the Governmental Lender of the Borrower Loan and the execution and delivery to the Governmental Lender of the Borrower Note and the assignment of the Borrower Note to the Funding Lender and shall continue in full force and effect as long as all or any of the Borrower Payment Obligations is unpaid. All the Borrower's covenants and agreements in this Borrower Loan Agreement shall inure to the benefit of the respective legal representatives, successors and assigns of the Governmental Lender, the Funding Lender and the Servicer.

Section 10.4. Preferences. The Governmental Lender shall have the continuing and exclusive right to apply or reverse and reapply any and all payments by the Borrower to any portion of the Borrower Payment Obligations. To the extent the Borrower makes a payment to the Governmental Lender or the Servicer, or the Governmental Lender or the Servicer receives proceeds of any of Lateral,

which is in whole or part subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Borrower Payment Obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by the Governmental Lender or the Servicer.

Section 10.5. Waiver of Notice. The Borrower shall not be entitled to any notices of any nature whatsoever from the Funding Lender or the Servicer except with respect to matters for which this Borrower Loan Agreement or any other Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer, as the case may be, to the Borrower and except with respect to matters for which the Borrower is not, pursuant to applicable Legal Requirements, permitted to waive the giving of notice. The Borrower hereby expressly waives the right to receive any notice from the Funding Lender or the Servicer, as the case may be, with respect to any matter for which no Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer to the Borrower.

Section 10.6. Offsets, Counterclaims and Defenses. The Borrower hereby waives the right to assert a counterclaim, offset, transfer, a passive counterclaim, in any action or proceeding brought against it by the Funding Lender or the Servicer with respect to a Borrower Loan Payment. Any assignee of Funding Lender's interest in and to the Borrower Loan Documents or the Funding Loan Documents shall take the same free and clear of all offsets, counterclaims or defenses that are unrelated to the Borrower Loan Documents or the Funding Loan Documents which the Borrower may otherwise have against any assignor of such documents, and no such unrelated offset, counterclaim or defense shall be interposed or asserted by the Borrower in any action or proceeding brought by any such assignee upon such documents, and any such right to interpose or assert any such unrelated offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by the Borrower.

Section 10.7. Publicity. The Funding Lender and the Servicer (and any Affiliate of either party) shall have the right to issue press releases, advertisements and other professional materials describing the Funding Lender's or the Servicer's participation in the making of the Borrower Loan or the Borrower Loan's inclusion in any Secondary Market transaction effectuated by the Funding Lender or the Servicer or one of its or their Affiliates. All news releases, publicity or advertising by the Borrower or its Affiliates through any media intended to reach the general public, which refers to the Borrower Loan Documents or the Funding Loan Documents, the Borrower Loan, the Funding Lender or the Servicer in a Secondary Market Transaction, shall be subject to the prior Written Consent of the Funding Lender or the Servicer, as applicable.

Section 10.8. Construction of Documents. The parties hereto acknowledge that they were represented by counsel in connection with the negotiation and drafting of the Borrower Loan Documents and the Funding Loan Documents and that the Borrower Loan Documents and the Funding Loan Documents shall not be subject to the principle of construction their meaning against the party that drafted them.

Section 10.9. No Third Party Beneficiaries. The Borrower Loan Documents and the Funding Loan Documents are solely for the benefit of the Governmental Lender, the Funding Lender, the Servicer and the Borrower and, with respect to Sections 9.1.3 and 9.1.4 hereof, the Underwriter Group, and nothing contained in any Borrower Loan Document shall be deemed to confer upon anyone other than the Governmental Lender, the Funding Lender, the Servicer, and the Borrower any right to insist upon or to enforce the performance or observance of any of the obligations contained therein.

Section 10.10. Assignment. The Borrower Loan, the Security Instrument, the Borrower Loan Documents and the Funding Loan Documents and all Funding Lender's rights, title, obligations and interests thereon may be assigned by the Funding Lender, at any time in its sole discretion, whether by operation of law (pursuant to a merger or other successor in interest) or otherwise. Upon such assignment, all references to Funding Lender in this Borrower Loan Agreement and in any Borrower Loan Document shall be deemed to refer to such assignee or successor in interest and such assignee or successor in interest shall thereafter stand in the place of the Funding Lender. Borrower shall accordingly recognize to any such assignment, and all rights and remedies of Funding Lender in connection with the interest so assigned shall be as fully enforceable by such assignee as they were by Funding Lender before such assignment. In connection with any proposed assignment, Funding Lender may disclose to the proposed assignee any information that Borrower has delivered, or caused to be delivered, to Funding Lender with reference to Borrower, General Partner, Guarantor or any Affiliate, or the Project, including information that Borrower is required to deliver to Funding Lender pursuant to the Borrower Loan Agreement, provided that such proposed assignee agrees to treat such information as confidential. The Borrower may not assign its rights, interests or obligations under this Borrower Loan Agreement or under any of the Borrower Loan Documents or Funding Loan Documents, or Borrower's interest in any moneys to be disbursed or advanced hereunder, except only as may be expressly permitted hereby.

Section 10.11. [Intentionally Omitted]

Section 10.12. Governmental Lender, Funding Lender and Servicer Not in Control; No Partnership. None of the covenants or other provisions contained in this Borrower Loan Agreement shall, or shall be deemed to, give the Governmental Lender, the Funding Lender or the Servicer the right or power to exercise control over the affairs or management of the Borrower, the power of the Governmental Lender, the Funding Lender and the Servicer being limited to the rights to exercise the remedies referred to in the Borrower Loan Documents and the Funding Loan Documents. The relationship between the Borrower and the Governmental Lender, the Funding Lender and the Servicer is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Borrower Loan Documents or the Funding Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between the Borrower and the Governmental Lender, the Funding Lender or the Servicer or to create an equity in the Project in the Governmental Lender, the Funding Lender or the Servicer. Neither the Governmental Lender, the Funding Lender nor the Servicer undertakes or assumes any responsibility or duty to the Borrower or to any other person with respect to the Project or the Borrower Loan, except as expressly provided in the Borrower Loan Documents or the Funding Loan Documents, and notwithstanding any other provision of the Borrower Loan Documents and the Funding Loan Documents: (1) the Governmental Lender, the Funding Lender and the Servicer do not, and shall not be construed as a partner, joint venturer, shareholder, manager, controlling person or other business associate or participant of any kind of the Borrower or its stockholders, members or partners and the Governmental Lender, the Funding Lender and the Servicer do not intend to ever assume such status; (2) the Governmental Lender, the Funding Lender and the Servicer shall in no event be liable for any the Borrower Payment Obligations, expenses or losses incurred or sustained by the Borrower; and (3) the Governmental Lender, the Funding Lender and the Servicer shall not be deemed responsible for or a participant in any acts, omissions or decisions of the Borrower, the Borrower Controlling Entities or its stockholders, members, or partners. The Governmental Lender, the Funding Lender and the Servicer and the Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between the Governmental Lender, the Funding Lender, the Servicer and the Borrower, or to create an equity in the Project in the Funding Lender or the Servicer, or any sharing of liabilities, losses, costs or expenses.

Section 10.13. Release. The Borrower hereby acknowledges that it is executing this Borrower Loan Agreement and each of the Borrower Loan Documents and the Funding Loan Documents to which it is a party as its own voluntary act free from duress and undue influence.

Section 10.14. Term of Borrower Loan Agreement. This Borrower Loan Agreement shall be in full force and effect until all payment obligations of the Borrower hereunder have been paid in full and the Borrower Loan and the Funding Loan have been retired or the payment thereof has been provided for, except that on and after payment in full of the Borrower Note, this Borrower Loan Agreement shall be terminated, without further action by the parties hereto; provided however, that the obligations of the Borrower under Sections 9.11 (Governmental Lender's Fees and Expenses), 9.15 (Indemnity), 9.16, 9.17, 9.18, 9.19, 9.20 and 10.15 (Reimbursement of Expenses) hereof, as well as under Section 5.2 of the Construction Funding Agreement, shall survive the termination of this Borrower Loan Agreement.

Section 10.15. Reimbursement of Expenses. If, upon or after the occurrence of any Event of Default or Potential Default, the Governmental Lender, the Funding Lender or the Servicer shall employ attorneys or incur other expenses for the enforcement of performance or observance of any obligations or agreements on the part of the Borrower contained herein, the Borrower will on demand therefor reimburse the Governmental Lender, the Funding Lender and the Servicer for fees of such attorneys and such other expenses so incurred.

The Borrower's obligation to pay the amounts required to be paid under this Section 10.15 shall be subordinate to its obligations to make payments under the Borrower Note.

Section 10.16. Permitted Contests. Notwithstanding anything to the contrary contained in this Borrower Loan Agreement, Borrower shall have the right to contest or object in good faith to any claim, demand, levy or assessment (other than liens in respect of Taxes or Governmental Charges) of Borrower under any Borrower Loan Document or Related Document by appropriate legal proceedings that are not prejudicial to Funding Lender's rights but this shall not be deemed or construed to relieve, modify or extend in any manner any extension of time with respect to Borrower's covenant to pay and comply with any such claim, demand, levy or assessment, unless Borrower shall have given prior Written Notice to the Governmental Lender and the Funding Lender of Borrower's intent to so contest or object thereto and unless: (i) Borrower has, in the Governmental Lender's and the Funding Lender's judgment, a reasonable basis for such contest, (ii) Borrower pays when due any portion of the claim, demand, levy or assessment as to which Borrower does not object and Borrower demonstrates to Funding Lender's satisfaction that such legal proceedings shall conclusively operate to prevent enforcement prior to final determination of such proceedings, (iv) Borrower furnishes such bond, surety, undertaking or other security as is required by law, or as requested by and satisfactory to Funding Lender, to stay any such proceedings which bond, surety, undertaking or other security shall be issued by a bonding company, obligor or surety company reasonably satisfactory to Funding Lender and shall be sufficient to pay the claim, demand, levy or assessment so contested by the Title Company to remove any lien against the Project, (v) Borrower shall then prosecute the contest with due diligence, and (vi) Borrower pays, promptly following the determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, the amount so determined to be due and owing by Borrower. In the event that Borrower does not make, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, any payment required to be made pursuant to clause (vi) of the preceding sentence, an Event of Default will have occurred and Funding Lender may draw or realize upon any bond or other security delivered to Funding Lender in connection with the contest by Borrower in order to make such payment.

Section 10.17. Funding Lender Approval of Instruments and Parties. All proceedings taken in accordance with the provisions provided for herein, and all surveys, appraisals and documents required or

contemplated by this Borrower Loan Agreement and the persons responsible for the execution and preparation thereof, shall be satisfactory to and subject to approval by Funding Lender. Funding Lender's approval of any matter in connection with the Project shall be for the sole purpose of protecting the security and rights of Funding Lender. No such approval shall result in a waiver of any default of Borrower. In no event shall Funding Lender's approval be a representation of any kind with regard to the matter being approved.

Section 10.18. Funding Lender Determination of Facts. Funding Lender shall at all times be free to establish independently, to its reasonable satisfaction, the existence or nonexistence of any fact or facts the existence or nonexistence of which is a condition of this Borrower Loan Agreement.

Section 10.19. Calendar Months. With respect to any payment or obligation that is due or required to be performed within a specified number of Calendar Months after a specified date, such payment or obligation shall become due on the day prior to the last of such specified number of Calendar Months that corresponds numerically to the date so specified; provided, however, that with respect to any obligation as to which such specified date is the 29th, 30th or 31st day of any Calendar Month, if the Calendar Month in which such payment or obligation would otherwise become due does not have a numerically corresponding date, such obligation shall become due on the first day of the next succeeding Calendar Month.

Section 10.20. Determinations by Lender. Except to the extent expressly set forth in this Borrower Loan Agreement to the contrary, in any instance where the consent or approval of the Governmental Lender and the Funding Lender may be given or is required or where a determination, judgment or decision is to be rendered by the Governmental Lender and the Funding Lender under this Borrower Loan Agreement, the granting, withholding or denial of such consent or approval and the exercise of such determination, judgment or decision shall be made or exercised by the Governmental Lender and the Funding Lender, as applicable, or its designated representative, in its sole and exclusive option and in its sole and absolute discretion.

Section 10.21. Governing Law. This Borrower Loan Agreement shall be governed by and enforced in accordance with the laws of the State without giving effect to the choice of law principles of the State that would require the application of the laws of a jurisdiction other than the State.

Section 10.22. Consent to Jurisdiction and Venue. Borrower agrees that any controversy arising under or relating to this Borrower Loan Agreement shall be litigated exclusively in the State. The state and federal courts and authorities with jurisdiction in the State shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Borrower Loan Agreement. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing herein is intended to limit Bondholders' Parties' right to bring any suit, action or proceeding relating to matters arising under this Borrower Loan Agreement against Borrower or any of Borrower's assets in any court of any other jurisdiction.

Section 10.23. Successors and Assigns. This Borrower Loan Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate. The terms used to designate any of the parties herein shall be deemed to include the heirs, legal representatives, successors, successors-in-interest and assigns, as applicable, of such parties. References to a "person" or "persons" shall be deemed to include individuals and entities.

Section 10.24. Severability. The invalidity, illegality or unenforceability of any provision of this Borrower Loan Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

Section 10.25. Entire Agreement; Amendment and Waiver. This Borrower Loan Agreement contains the complete and entire understanding of the parties with respect to the matters covered. This Borrower Loan Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Borrower Loan Agreement shall be considered as a general waiver. Without limiting the generality of the foregoing, no Disbursement shall constitute a waiver of any conditions to the Governmental Lender's or the Lending Lender's obligation to make further Disbursements nor, in the event Borrower is unable to satisfy any such conditions, shall any such waiver have the effect of precluding the Governmental Lender or the Lending Lender from thereafter declaring such inability to constitute a Potential Default or Event of Default under this Borrower Loan Agreement.

Section 10.26. Counterparts. This Borrower Loan Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

Section 10.27. Captions. The captions or headings of the sections of this Borrower Loan Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of any provisions or sections of this Borrower Loan Agreement.

Section 10.28. Services. Borrower shall not allow any person to perform any of the duties of Servicer, pursuant to the terms of Section 3.9 of the Security Instrument, without first obtaining the Governmental Lender's or the Lending Lender's approval. Servicer shall collect payments, escrows and deposits, be responsible for servicing notices under the Borrower Note, this Borrower Loan Agreement or the other Borrower Loan Documents, and to otherwise service the Borrower Loan and ensure Borrower receives Written Notice from the Governmental Lender or the Lending Lender to the contrary, any actions or rights which Servicer may be taken or exercised by the Governmental Lender or the Lending Lender may be taken or exercised by such servicer with the same force and effect.

Section 10.29. Beneficiary Parties as Third Party Beneficiary. Each of the Beneficiary Parties is a third party beneficiary of this Borrower Loan Agreement for all purposes.

Section 10.30. Waiver of Trial by Jury. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER AND THE BENEFICIARY PARTIES (ABOVE NAMES AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS BORROWER LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

Section 10.31. Time of the Essence. Time is of the essence with respect to this Borrower Loan Agreement.

Section 10.32. Modifications. Modifications (if any) to this Borrower Loan Agreement ("Modifications") are set forth on Exhibit __ attached to this Borrower Loan Agreement. In the event of a

In order under the terms of the Security Document, copies of all of the Modifications to this Borrower Loan Agreement may be marked or rendered void by the Governmental Lender or the Lender under its custody by notice to Borrower of such transfer.

Section 10.15. Reference Date. This Borrower Loan Agreement is dated for reference purposes only as of the first day of , 2013, and will not be effective and binding on the parties hereto unless and until the Closing Date (as defined hereinafter) occurs.

ARTICLE XI
LIMITATIONS ON LIABILITY

Section 11.1. Limitation on Liability. Notwithstanding anything to the contrary herein, the liability of the Borrower hereunder and under the other Borrower Loan Documents and the Funding Loan Documents shall be limited to the extent set forth in the Borrower Note.

Section 11.2. Limitation on Liability of Governmental Lender. The Funding Loan and interest thereon are special, limited obligations of the Governmental Lender, payable solely from the Security pledged under the Funding Loan Agreement. The Funding Loan is not a general obligation of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal and interest on the Funding Loan, and the Funding Loan is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the Security pledged hereunder and revenues of the Governmental Lender derived pursuant to this Funding Loan Agreement (and not against any moneys due or to become due to the Governmental Lender pursuant to Unassigned Rights). No holder of the Funding Loan or any interest thereon has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Funding Loan or the interest thereon.

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

Section 11.3. Waiver of Personal Liability. No member, officer, agent or employee of the Governmental Lender or any director, officer, agent or employee of the Governmental Lender shall be individually or personally liable for the payment of any principal (or prepayment price) of or interest on the Governmental Lender Note or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Borrower Loan Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or by this Borrower Loan Agreement.

Section 11.4. Limitation on Liability of Funding Lender's Officers, Employees, Etc.

(a) Borrower assumes all risks of the acts or omissions of the Governmental Lender and the Funding Lender (except to the extent that such acts or omissions constitute gross negligence or willful misconduct), provided, however, this assumption is not intended to, and shall not, preclude Borrower from pursuing such rights and remedies as it may have against the Governmental Lender and the Funding Lender at law or under any other agreement. None of Governmental Lender and the Funding Lender, nor the other Beneficiary Parties or their respective officers, directors, employees or agents, shall be liable or responsible for (i) for any acts or omissions of the Governmental Lender and the Funding Lender, or (ii) the validity, sufficiency or genuineness of any documents or endorsements, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged. In furtherance and not in limitation of the foregoing, the Governmental Lender and the Funding Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, unless acceptance or limit of such notice or information constitutes gross negligence or willful misconduct on the part of the Governmental Lender and the Funding Lender.

(b) None of the Governmental Lender, the Funding Lender, the other Beneficiary Parties or any of their respective officers, directors, employees or agents shall be liable to any contractor, subcontractor, supplier, laborer, architect, engineer or any other party for services performed or materials supplied in connection with the Project. The Governmental Lender and the Funding Lender shall not be liable for any debts or claims accruing in favor of any such parties against Borrower or others or against the Project. Borrower is not and shall not be an agent of the Governmental Lender and the Funding Lender for any purpose. Neither the Governmental Lender nor the Funding Lender is a joint venture partner with Borrower in any manner whatsoever. Prior to default by Borrower under this Borrower Loan Agreement and the exercise of remedies granted to them, the Governmental Lender and the Funding Lender shall not be deemed to be in privity of contract with any contractor or provider of services to the Project, nor shall any payment of funds directly to a contractor, subcontractor or provider of services be deemed to create any third party beneficiary status or recognition of same by the Governmental Lender and the Funding Lender. Approvals granted by the Governmental Lender and the Funding Lender for any matters covered under this Borrower Loan Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or, if not in writing, such approvals shall be solely for the benefit of Borrower.

(c) Any obligation or liability whatsoever of the Governmental Lender and the Funding Lender that may arise at any time under this Borrower Loan Agreement or any other Borrower Loan Document shall be satisfied, if at all, out of the Funding Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the Project or any of the Governmental Lender's or the Funding Lender's shareholders (if any), directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

Section 11.5. Delivery of Reports, Etc. The delivery of reports, information and documents to the Governmental Lender and the Funding Lender as provided herein is for informational purposes only and the Governmental Lender's and the Funding Lender's receipt of such shall not constitute constructive knowledge of any information contained therein or determinable from information contained therein. The Governmental Lender and the Funding Lender shall have no duties or responsibilities except those that are specifically set forth herein, and no other duties or obligations shall be implied in this Borrower Loan Agreement against the Governmental Lender and the Funding Lender.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Borrower Loan Agreement or caused this Borrower Loan Agreement to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:

ROSENWALD COURTS APARTMENTS, LP, an Illinois limited partnership

By: Rosenwald Courts GP, LLC,
an Illinois limited liability company,
its General Partner

By: GB Rosenwald, LLC,
an Illinois limited liability company,
its Managing Member

By:_____
Name: James N. Bergman
Title: Managing Member

GOVERNMENTAL LENDER:

CITY OF CHICAGO

By:_____
Name: Lois A. Scott
Title: Chief Financial Officer

[SEAL]

Attest:

By:_____
Name: Susana A. Mendoza
Title: City Clerk

Agreed to and Acknowledged by:

FUNDING LENDER:

CITIBANK, N.A.

By:_____
Name:_____
Title:_____

Exhibit "C".
(To Ordinance)

Land-Use Restriction Agreement With Rosenwald Courts Apartments L.P.

THIS LAND USE RESTRICTION AGREEMENT (this "Agreement"), entered into as of _____ 1, 2013, 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 Rosenwald Courts Apartments, LP, an Illinois limited partnership (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to a Funding Loan Agreement, dated as of _____ 1, 2013 (the "Funding Loan Agreement") between the Issuer, the Borrower and Citibank, N.A. (the "Funding Lender") and an ordinance adopted by the Issuer on _____, 2013 (the "Note Ordinance"), the Funding Lender will advance funds (the "Funding Loan") in an aggregate principal amount not to exceed Fifty-Eight Million Six Hundred Thousand and 00/100 Dollars ($58,600,000) and the Issuer will execute and deliver a promissory note (the "Governmental Lender Note") evidencing the obligation to repay the Funding Loan.

WHEREAS, the Funding Loan and the Governmental Lender Note, together with interest thereon (the "Obligations"), shall be limited obligations of the City secured under the Funding Loan Agreement for the benefit of the Funding Lender, and will be payable from the loan payments received by the City pursuant to a loan agreement (the "Borrower Loan Agreement") between the City and the Borrower, pursuant to which the City will loan the proceeds of the Funding Loan to the Borrower (the "Borrower Loan") the proceeds of which will be used by the Borrower to finance the acquisition, construction and equipping of a "qualified residential rental project" within the meaning of Section 142 of the Internal Revenue Code of 1986, as amended (the "Code") located in Chicago, Illinois (the "Residential Project") on the real property described on Exhibit A attached hereto.

WHEREAS, in order to assure the Issuer and the owners of the Obligations that interest on the Obligations will be excluded from gross income for federal income tax purposes under the Code, and to further the public purposes of the Issuer, certain restrictions on the use and occupancy of the Residential Project 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 Borrower and the Issuer agree as follows:

Section 1. Term of Restrictions. (a) Occupancy Restrictions. With respect to the Residential Project, the term of the Occupancy Restrictions set forth in **Section 3** hereof shall commence on the later of the first day on which at least ten percent (10%) of the units in the Residential Project are first occupied or the issue date of the Obligations, 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 Residential Project are first occupied; (ii) the first date on which no tax-exempt obligation (including any refunding obligation) issued and / or executed and delivered with respect to the Residential Project is outstanding; or (iii) the date on which any project-based housing assistance provided with respect to the Residential Project under Section 8 of the United States Housing Act of 1937, as amended, terminates (which period is hereinafter referred to, with respect to the Residential Project, as the "Qualified Project Period" for the Residential Project).

(b) Rental Restrictions: The Rental Restrictions set forth in **Section 4** hereof shall remain in effect 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 the Residential Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal agency after the date of delivery of the Obligations, which prevents the Issuer from enforcing the Occupancy Restrictions and the Rental Restrictions, or condemnation or similar event, but only if, within a reasonable time period, (i) the portion of the Obligations allocable to the Residential Project (as determined by a firm of nationally recognized bond counsel acceptable to the Issuer) 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 Residential Project by amendment of this Agreement; and (ii) an opinion from nationally recognized bond counsel (acceptable to the Issuer) 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 Obligations; 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 Borrower or any Related Party (as defined in Section 147(a)(2) of the Code) obtains an ownership interest in the Residential Project for federal income tax purposes.

(d) Termination: This Agreement shall terminate upon the earliest of (i) termination of the Occupancy Restrictions and the Rental Restrictions, as provided in paragraphs (a) and (b) of this **Section 1**; or (ii) delivery to the Issuer and the Borrower of an opinion of nationally recognized bond counsel (acceptable to the Issuer) to the effect that continued compliance with the Rental Restrictions and Occupancy Restrictions on the Residential Project is not required in order for interest on the Obligations 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 Borrower and the Issuer shall execute and the parties shall cause to be recorded (at the Borrower'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 Residential Project to which such termination relates.

Section 2. Project Restrictions. The Borrower represents, warrants and covenants as follows:

(a) The Borrower has reviewed the provisions of the Code, the Treasury Regulations thereunder (the "Regulations") and Internal Revenue Service rulings, procedures and pronouncements applicable to this Agreement (including, without limitation, Section 142(d) of the Code, Section 1.103-8(b) of the Regulations and IRS Revenue Procedure 2004-39, 2004-29 IRB 49) with its counsel and understands said provisions.

(b) The Project is being constructed, 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 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 95% of the Residential 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 (or several proximate buildings or structures comprising the Residential Project) shall contain five (5) or more similarly constructed units.

(d) None of the residential units in the Residential Project will at any time be used on a transient basis, nor will the Residential 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 the Residential Project, within the meaning of Revenue Ruling 98-47, 1998-2 CB 399, or any successor thereto.

(f) All of the residential units in the Residential Project will be leased, rented, or available for lease or rental on a continuous basis to members of the general public (other than (i) units for a resident manager or maintenance personnel, (ii) 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), and (iii) units which may be rented as "public housing" pursuant to Section 3(b) and Section 9 of the United States Housing Act of 1937, as amended, which units (subject to the Public Housing Program) shall be leased to eligible tenants in accordance with "public housing" requirements subject, however, to the requirements of **Section 3(a)** hereof. Each Qualifying Tenant (as hereinafter defined) occupying a residential unit in the Residential Project shall be required to execute a written Lease Agreement with a stated term of not less than six (6) months nor more than two (2) years.

(g) Any functionally related and subordinate facilities (e.g., parking areas, swimming pools, tennis courts, etc.) which are financed by the Obligations and are included as part of the Residential Project will be of a character and size commensurate with the character and size of the Residential 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 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 the Residential Project will contain separate and complete facilities for living, sleeping, eating, cooking (including a refrigerator, sink, oven and range top) and sanitation for a single person or family.

(i) No portion of the Residential 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 Borrower represents, warrants and covenants as follows:

(a) Pursuant to the election of the Issuer and the Borrower in accordance with the provisions of Section 142(d)(1)(B) of the Code, at all times during the Qualified Project Period at least forty percent (40%) of the completed residential units in the Residential 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, subject to **Section 3(d)** hereof, 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 Residential 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 8 of 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, 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 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 Borrower or the Issuer to substantiate the Income Certification.

(c) Not less frequently than annually, the Borrower shall determine whether the current aggregate adjusted income of the tenant(s) occupying any unit being treated by the Borrower as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Borrower shall require each such tenant to execute and deliver to the Borrower the Income Certification attached hereto as Exhibit B.

(d) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such Qualifying Tenant until reoccupied. Upon such unit being reoccupied, the Borrower shall have thirty-one (31) days from such date to determine whether such unit is being occupied by a Qualifying Tenant.

(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 such 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 Residential 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 40% of the completed residential units be occupied by Qualifying Tenants, the following principles shall apply: (i) upon the later of the first day on which at least 10% of all of the residential units in the Residential Project are occupied or the issue date of the Obligations, 40% of such units must be occupied by Qualifying Tenants; and (ii) after 10% of the residential units in the Residential Project are occupied, Qualifying Tenants must occupy residential units in the Residential Project in the number set forth in Exhibit D hereto, and the Qualifying Tenants' occupancies must predate the non-Qualifying Tenants' occupancies.

(g) The lease agreement to be utilized by the Borrower in renting any residential units in the Residential 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 the Residential Project (or at an off-site storage location) so long as any Obligations are outstanding and for five (5) years thereafter with respect to each Qualifying Tenant who occupied a residential unit in the Residential Project during the period the restrictions hereunder are applicable, and the Borrower will, promptly upon receipt, file a copy thereof with the Issuer.

(i) On the first day of the Qualified Project Period, on the fifteenth day of January, April, July and October of each year during the 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 the Residential Project, the Borrower will submit to the Issuer the "Certificate of Continuing Program Compliance," in the form attached hereto as Exhibit C, executed by the Borrower.

(j) The Borrower 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 Residential Project continues to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Borrower to the penalty provided in Section 6652(j) of the Code. The Borrower shall submit a copy of each such annual certification to the Issuer.

Section 4. Rental Restrictions. The Borrower represents, warrants and covenants that once available for occupancy, each residential unit in the Residential 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 Borrower covenants and agrees that no conveyance, transfer, assignment or any other disposition of title to the Residential Project (a "Transfer"), shall be made prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder, unless the transferee pursuant to the Transfer assumes in writing, in a form reasonably acceptable to the Issuer, all of the executory duties and obligations hereunder of the Borrower, 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 Borrower shall deliver the Assumption Agreement to the Issuer at least thirty (30) days prior to a proposed Transfer.

Section 6. Enforcement. (a) The Borrower shall, upon at least 48 hours prior written notice and during regular business hours, permit all duly authorized representatives of the Issuer to inspect any books and records of the Borrower regarding the Residential Project and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(b) In addition to the information provided for in **Section 3(h)** hereof, the Borrower shall submit any other information, documents or certifications reasonably requested by the Issuer which the Issuer deems reasonably necessary to substantiate continuing compliance with the provisions of this Agreement and Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) The Issuer and the Borrower 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 Obligations 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 Borrower covenant to take any lawful action within their control and as may be necessary, (in the opinion of nationally recognized bond counsel acceptable to the Issuer) 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 and / or executed and delivered under Section 142(d) of the Code and affecting the Residential Project.

(d) The Borrower covenants and agrees to inform the Issuer 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 within the period of time specified by the Issuer, which shall be (A) the lesser of (i) forty-five (45) days after the effective date of any notice to or from the Borrower, or (ii) sixty (60) days from the date such violation would have been discovered by the Borrower 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) as will not result in the loss of such exclusion of interest on the Obligations, without further notice, the Issuer shall declare a default under this Agreement effective on the date of such declaration of default, and the Issuer 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 Borrower and the Issuer 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 Obligations from gross income for purposes of federal income taxation, and that the Issuer, on behalf of the owners of the Obligations, 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 Obligations from gross income for purposes of federal income taxation.

(f) In the enforcement of this Agreement, the Issuer may rely on any certificate delivered by or on behalf of the Borrower or any tenant with respect to the Residential Project.

(g) Nothing in this Section shall preclude the Issuer 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 Obligations from gross income for purposes of federal income taxation.

Section 7. Covenants to Run With the Land. The Borrower hereby subjects the Residential Project to the covenants, reservations and restrictions set forth in this Agreement. The Issuer and the Borrower 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 pass to and be binding upon the Borrower's successors in title to the Residential Project throughout the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying the Residential Project or any portion thereof or interest therein 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.

Section 8. Recording. The Borrower 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 may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

Section 9. Reserved.

Section 10. No Conflict With Other Documents. The Borrower 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 Borrower 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 Borrower Loan Agreement, or Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

Section 12. Amendment. This Agreement may be amended by the parties hereto, among other things, to reflect changes in Section 142(d) of the Code, the Regulations and any

revenue rulings or procedures 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 Obligations 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 day after being sent by telegram, or on the third 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 and Economic Development
121 North LaSalle Street, 10th Floor
Attention: Commissioner, Department of Housing and Economic Development
Telephone: 312-744-4190
Facsimile: 312-742-2271

and with a copy to:
City of Chicago
Office of Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Telephone: 312-744-0200
Facsimile: 312-744-8538

and with a copy to:
City of Chicago
Office of the City Comptroller's Office
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: City Comptroller
Telephone: 312-744-7106
Facsimile: 312-744-6544

If to the Borrower:
Rosenwald Courts Apartments, LP
Attn: Rosenwald Courts GP, LLC
20 Sandstone Court

LeClaire, Iowa 52753

and with a copy to: GB Rosenwald, LLC
Attn: James N. Bergman
20 Sandstone Court
LeClaire, Iowa 52753

and with a copy to: Rosenwald LGG, LLC
Attn: Virginia Pace
39 S. LaSalle St., Suite 808
Chicago, Illinois 60603

and with a copy to: USA Rosenwald Courts LLC
c/o The Richman Group
Attn: Joanne D. Flanagan, Esq.
340 Pemberwick Road
Greenwich, CT 06831

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.

Section 16. Counterparts. This 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.

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]

Attest:

By: _____
Susana A. Mendoza, City Clerk

CITY OF CHICAGO,
as Issuer

By: _____
Lois A. Scott, Chief Financial Officer

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared Lois A. Scott and Susana A. Mendoza, 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 said Issuer.

GIVEN UNDER MY HAND and seal of office, this the _____ day of _____, 2013.

_____
Notary Public in and for the State of Illinois

[SEAL]

My commission expires on:

_____

ROSENWALD COURTS APARTMENTS, LP, an Illinois limited partnership

By: Rosenwald Courts GP, LLC,
an Illinois limited liability company,
its General Partner

By: GB Rosenwald, LLC,
an Illinois limited liability company,
its Managing Member

By: _____
Name: James N. Bergman
Title: Managing Member

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared James N. Bergman, the Managing Member of GB ROSENWALD, LLC, an Illinois limited liability company and the managing member of ROSENWALD COURTS GP, LLC, the general partner of ROSENWALD COURTS APARTMENTS, LP (the "Borrower"), known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be an authorized representative of said Borrower and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Borrower.

GIVEN UNDER MY HAND and seal of office, this the _____ day of _____, 2013.

_____
Notary Public in and for the State of Illinois

[SEAL]

My commission expires on:

_____

[(Sub)Exhibit "A" referred to in this Land-Use Restriction Agreement with Rosenwald Courts Apartments L.P. unavailable at time of printing.]

(Sub)Exhibits "B", "C" and "D" referred to in this Land-Use Restriction Agreement with Rosenwald Courts Apartments L.P. read as follows:

(Sub)Exhibit "B".
(To Land Use Restriction Agreement With
Rosenwald Courts Apartments L.P.)

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 Housing and Urban Development ("HUD") Regulations (24 CFR Part 5). You should make certain that this form is at all times up to date with HUD Regulations. All capitalized terms used herein shall have the meanings set forth in the Land Use Restriction Agreement, dated as of _____ 1, 2013, among Rosenwald Courts Apartments L.P. (the "Borrower") and the City of Chicago.

Re: Rosenwald Courts 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			

(1) The form of Income Computation and Certification shall be conformed to any amendments made to 24 CFR Part 5, or any regulatory provisions promulgated in substitution therefor.

6. Total Anticipated Income.

The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the 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 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 worker's 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 ("HUD");

(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 (PASS);

(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 $200 per month) received by a resident for performing a service for the Borrower, on a part-time basis, that enhances the quality of life in the Residential Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one 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 $480 for each full-time student, 18 years or older, but excluding the head of household and spouse;

(o) adoption assistance payments in excess of $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 understate 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 CFR 5.609(c) apply.

7. Assets.

(A) Do the persons whose income or contributions are included in Item 6 above:

(i) have savings, stocks, obligations, 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 HUD home ownership programs, and interests in Indian trust land)? _____ Yes _____ No

(ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two 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 $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 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) If all of the persons listed in Column 1 above are or will be full-time students* during five calendar months of this calendar year at an education institution (other than a correspondence school) with regular faculty and students, answer the questions (a) through (d) below; otherwise check Here: _____Not Applicable_____.

(a) Is any such person (other than nonresident aliens) married and filing a joint federal income tax return? _____ Yes _____ No

(b) Is any such person receiving assistance under Title IV of the Social Security Act (relating to Aid to Families with Dependent Children or AFDC)? _____ Yes _____ No

(c) Is any such person enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, State, or local laws? _____ Yes _____ No

(d) Are such persons single parents and their children (not one of whom is a dependent of a person not residing in the unit)? _____ Yes _____ No

9. Relationship To Project Borrower.

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 "Borrower"), has any family relationship to the Borrower, or owns directly or indirectly any interest in the Borrower. 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.

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* A full-time student is an individual who during each of the five 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.

10. Reliance.

This certificate is made with the knowledge that it will be relied upon by the Borrower 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 obligations issued and/or executed and delivered 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 obligations, the holders of such obligations, 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 Borrower 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 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 Borrower to lease the unit, and may entitle the Borrower 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 17 years
listed in Number 2 above required.]

Subscribed and sworn to before me this
_____ day of _____, _____

[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 $5,000, enter the total amount entered in 7(C)(ii), subtract from that figure the amount entered in 7(C)(iii) and enter the remaining balance ($_____);

   (2) multiply the amount entered in 7(C)(i) times the current pass book savings rate as determined by HUD 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 60 percent of Median Gross Income for Area[2].

_____ More than 60 percent of Median Gross Income for the Area[3].

3. Number of apartment unit assigned: _____

Bedroom Size: _____ Rent: $_____

4. The last tenants of this apartment unit for a period of at least 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 60 percent of Median Gross Income for the Area.

5. Method used to verify applicant(s) income:

_____ Employer income verification.

_____ Copies of tax returns.

_____ Other (_____)

_____
Borrower or Manager

(2) "Median Gross Income for the Area" means the median income for the area where the Residential 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.

Income Verification.
(For Employed Persons)

The undersigned employee has applied for a rental unit located in the Residential 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 _____, an Illinois limited liability company, 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 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 With
Rosenwald Courts Apartments L.P.)

Certificate Of Continuing Program Compliance.

(To Be Completed With Respect To The Residential Project)

The undersigned, the managing member of Landwhite Developers LLC, the managing member of the general partner of Rosenwald Courts Apartments, L.P., an Illinois limited partnership (the "Borrower"), hereby certify as follows:

1. The undersigned has read and is thoroughly familiar with the provisions of the Land Use Restriction Agreement, dated as of _____ 1, 2013, between the Borrower and the City of Chicago (the "Land Use Restriction Agreement").

2. Based on Income Computations and Certifications on file with the Borrower, as of the date of this Certificate the following number of completed residential units in the Residential Project (i) are occupied by Qualifying Tenants (as 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 31 days:

Occupied by Qualifying Tenants[1]: _____ Number of Units

(1) 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 or were: (i) entitled to file a joint tax return, (ii) receiving assistance under Title IV of the Social Security Act (relating to Aid to Families with Dependent Children), (iii) enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar federal, state, or local laws, or (iv) single parents and their children (not one of whom is a dependent of a person not residing in the unit).

Previously occupied by Qualifying Tenants
(vacant and not reoccupied except for a
temporary period of no more than 31 days) _____ Number of Units

3. The total number of completed residential units in the Residential Project is _____.

4. No default has occurred and is subsisting under the Land Use Restriction Agreement.

Rosenwald Courts Apartments L.P.,
an Illinois limited partnership

By: Rosenwald Courts GP LLC,
an Illinois limited liability company,
its general partner

By: GB Rosenwald LLC,
an Illinois limited liability company,
its managing member

By: _____

Name: James N. Bergman

Title: Managing Member

(Sub)Exhibit "D".
(To Land Use Restriction Agreement With
Rosenwald Courts Apartments L.P.)

Ratable Rent-Up Schedule.

The Borrower expects and covenants that approximately 225 of the approximately 239 residential units will be rented to Qualifying Tenants and it is not currently anticipated that more than 14 residential units in the Residential Project will be rented to individuals who are not Qualifying Tenants under the applicable income requirements.

Exhibit "D".
(To Ordinance)

Rosenwald Courts Tax Increment Financing Redevelopment Agreement.

This Rosenwald Courts TIF Redevelopment Agreement (this "Agreement" or "RDA") is made as of this _____ day of _____, 2013, among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing and Economic Development ("HED"), Rosenwald Courts Apartments, LP, an Illinois limited partnership (the "Owner"), the general partner of which is Rosenwald Courts GP, LLC, an Illinois limited liability company (the "General Partner"), the managing member of which is GB Rosenwald, LLC, an Illinois limited liability company (the "Managing Member"), and Burton Rosenwald GP, LLC, an Illinois limited liability company (the "Sponsor," and together with the Owner, the "Developer"), the sole member of which is The Burton Foundation, an Illinois not-for-profit corporation (the "Foundation").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City 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.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on March 27, 2002, published at pages 81231 through 81472 of the Journal of Proceedings of the City Council of the City for said date: (1) approving a redevelopment plan (the "Redevelopment Plan") for the 47th and King Drive Redevelopment Project Area (the "Area"); (2) designating the Area as a Redevelopment Project Area pursuant to the Act; and (3) adopting tax increment allocation financing for the Area (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: The Owner has purchased certain property and improvements located within the Redevelopment Area located at 4600 South Michigan Avenue, Chicago, Illinois 60653, and legally described on Exhibit B-1 hereto (the "Apartment Property"). The Apartment Property is currently the site of the historic Michigan Boulevard Garden Apartments (also known as the Rosenwald Apartments), and is bounded by East 46th Street on the north, East 47th Street on the south, South Wabash Avenue on the west, and South Michigan Avenue on the east. In addition to the Apartment Property, the Owner intends to purchase five (5) vacant, City-owned parcels of land located within the Redevelopment Area, and legally described on Exhibit B-2 hereto (the "City Parking Property"), and three (3) vacant, privately-owned parcels of land located within the Redevelopment Area, and legally described on Exhibit B-3 hereto (the "Private Parking Property"). A portion of the City Parking Property is located on Michigan Avenue across the street from the Apartment Property, and the other portion is located on Wabash Avenue across the street from the Apartment Property. The Private Parking Property is located on Wabash Avenue adjacent to the City Parking Property located on Wabash Avenue. After the Owner purchases the City Parking

Property and the Private Parking Property (collectively the "Parking Property," and together with the Apartment Property, the "Property"), the Developer, within the time frames set forth in Section 3.01 hereof, shall commence and complete rehabilitation of a mixed-use building on the Apartment Property, including approximately 239 rental residential units therein and an area to be utilized as a community service facility and general commercial and retail space, and construction of parking facilities on the Parking Property (together, the "Facility"). The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The Project shall consist of two phases: first, façade restoration, interior demolition, environmental remediation, and site work ("Phase I"); and second, build-out of the units , the community service facility and the "white box" of the commercial and retail space ("Phase II"). The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement. It is contemplated that the Owner may lease all or a portion of the Facility pursuant to a written lease (the "Master Lease") between the Owner and an affiliate thereof (the "Master Tenant"). The Owner shall provide the City with a certified copy of the Master Lease upon the execution thereof.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the Redevelopment Plan.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, (i) [intentionally omitted], (ii) the proceeds of the TIF Note (defined below) and/or (iii) Incremental Taxes (as defined below), to pay for or reimburse the Sponsor for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement and the TIF Note.

In addition, the City may, in its discretion, issue tax increment allocation bonds ("TIF Bonds") secured by Incremental Taxes pursuant to a TIF bond ordinance (the "TIF Bond Ordinance") at a later date as described in Section 4.03(d) hereof, the proceeds of which (the "TIF Bond Proceeds") may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Incremental Taxes (including any such payment made pursuant to any TIF Note provided to the Sponsor pursuant to this Agreement), to make payments of principal on the TIF Note, or in order to reimburse the City for the costs of TIF-Funded Improvements.

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:

"2FM" shall mean the City's Department of Fleet and Facilities Management.

"47th and King Drive TIF 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.

"Act" shall have the meaning set forth in the Recitals hereof.

"Actual residents of the City" shall mean persons domiciled within the City.

"Acquisition" shall have the meaning set forth in the Recitals hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Annual Compliance Report" shall mean a signed report from the Developer to the City (a) itemizing each of the Developer's obligations under the RDA during the preceding calendar year, (b) certifying the Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that the Developer is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) [intentionally omitted]; (2) [intentionally omitted]; (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) [intentionally omitted]; (7) [intentionally omitted]; and (8) compliance with all other executory provisions of the RDA.

"Apartment Property" shall have the meaning set forth in the Recitals hereof.

"Available Project Funds" shall have the meaning set forth for such term in Section 4.07 hereof.

"Borrower Loan Agreement" shall mean that certain Borrower Loan Agreement dated as of the Closing Date between the City and the Owner.

["Building Court Case" shall mean Circuit Court of Cook County case no. 2010 M1 400696 or any successor or substitute legal action filed by the City to ensure that the Apartment Property is in compliance with all City ordinances relating to building standards.]

"Certificate" shall mean the Certificate of Completion of Rehabilitation described in Section 7.01 hereof.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"Citibank" shall mean Citibank, N.A. (or an affiliate thereof), a provider of Lender Financing.

"City Contract" shall have the meaning set forth in Section 8.01(l) hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean the funds paid to the Developer pursuant to the TIF Note.

"City Parking Property" shall have the meaning set forth in the Recitals hereof.

"City Title Commitments" shall have the meaning set forth in Section 3.13(c) hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

"Construction Contract" shall mean, collectively, that (i) certain contract [to be] entered into between the Developer and Tishman Burling Rosenwald Joint Venture dated [_____] providing for Phase I, and (ii) certain contract [to be] entered into between the Developer and The George Sollitt Construction Company / Powers and Sons Construction Company, Inc. / Brown & Momen, Inc. Joint Venture dated [_____] providing for Phase II.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Deed" shall have the meaning set forth in Section 3.13(b) hereof.

"Developer Parties" shall have the meaning set forth in Section 3.13(g) hereof.

["Draft NFR Letter for the Apartment Property" shall mean a draft comprehensive NFR Letter from the IEPA for the Apartment Property based on TACO Tier I residential remediation objectives, as amended or supplemented from time to time.]

["Draft NFR Letter for the Parking Property" shall mean a draft NFR Letter from the IEPA for applicable portions of the Parking Property (as determined pursuant to Section 11.02 hereof) based on commercial remediation objectives, as amended or supplemented from time to time; provided, however, any landscaped areas shall meet TACO Tier I residential remediation objectives.]

"DTC Regulatory Agreement"" shall mean that certain Donations Tax Credit Regulatory Agreement, [dated contemporaneously herewith,] executed by the City and the Sponsor and recorded in the office of the Cook County Recorder of Deeds contemporaneously herewith.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Documents" shall have the meaning set forth in Section 11.01 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws (including common law), regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.), (x) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); (xi) any and all regulations promulgated under the foregoing acts, and all analogous state and local counterparts or equivalents, including, without limitation, regulations in the Municipal Code of Chicago; and (xii) any theory of common law tort or toxic tort, including, without limitation, negligence, trespass, nuisance, strict liability or ultrahazardous activity.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b) (Sources of City Funds).

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the Title Company (or an affiliate of the Title Company), the Developer and the Developer's lender(s).

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Facility" shall have the meaning set forth in the Recitals hereof.

["Final NFR Letter for the Apartment Property" shall mean a final comprehensive NFR Letter from the IEPA approving the use of the Apartment Property for the construction, development and operation of the Project, as amended or supplemented from time to time. The Final NFR Letter shall state that the Apartment Property meets TACO Tier I remediation objectives for residential properties as set forth in 35 Ill. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.]

["Final NFR Letter for the Parking Property" shall mean a final NFR Letter from the IEPA approving the use of applicable portions of the Parking Property (as determined pursuant to Section 11.02 hereof) for the construction, development and operation of parking facilities, as amended or supplemented from time to time. The Final NFR Letter shall state that the Parking Property meets commercial remediation objectives as set forth in 35 Ill. Adm. Code Part 742; provided, however, any landscaped areas shall meet TACO Tier I residential remediation objectives.]

"Financial Statements" shall mean complete audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall mean, collectively, the general contractors hired by the Developer pursuant to Section 6.01. The General Contractor for Phase I shall be Tishman Burling Rosenwald Joint Venture and the General Contractor for Phase II shall be The George Sollitt Construction Company / Powers and Sons Construction Company, Inc. / Brown & Momen, Inc. Joint Venture.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, polychlorinated biphenyls (PCBs), crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon and mold.

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"In Balance" shall have the meaning set forth in Section 4.07 hereof.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF 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 47th & King Drive TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Indemnitee" and "Indemnitees" shall have the meanings set forth in Section 13.01 hereof.

"Lender Financing" shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"Limited Partner" shall mean USA Rosenwald Courts LLC, a Delaware limited liability company.

"Losses," as used in Section 3.13(g) hereof, shall mean any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs).

"MBE(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.

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

["NFR Letter" shall mean a "No Further Remediation" letter issued by the IEPA pursuant to the SRP and, with respect to any USTs subject to Title 16 of the Illinois Environmental Protection Act, a "No Further Remediation" letter with respect to such USTs pursuant to Title 16, whichever is applicable, as amended or supplemented from time to time.]

"New Mortgage" shall have the meaning set forth in Article 16 hereof.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"NSP Redevelopment Agreement" shall mean that certain redevelopment agreement dated as of January 28, 2013 and recorded in the office of the Cook County Recorder of Deeds on January 29, 2013 as Document No. 1302931068, as amended on the Closing Date, pursuant to which the City made a loan to the Owner in the principal amount of $5,000,000 for the acquisition of the building located at 4600 South Michigan Avenue, Chicago, Illinois 60615.

"NSP Regulatory Agreement" shall mean that certain regulatory agreement, dated as of the January 28, 2013, executed by the City and the Owner and recorded in the office of the Cook County Recorder of Deeds on January 29, 2013 as Document No. 1302931067, as amended on the Closing Date.

"Parking Property" shall have the meaning set forth in the Recitals hereof.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

"Plans and Specifications" shall mean [final] [initial] construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Private Parking Property" shall have the meaning set forth in the Recitals hereof.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit H-1, showing the total cost of the Project by line item, furnished by the Developer to HED, in accordance with Section 3.03 hereof.

"Property" shall have the meaning set forth in the Recitals hereof.

"Purchase Price" shall have the meaning set forth in Section 3.13(a) hereof.

"RECs" shall have the meaning set forth in Section 11.01 hereof.

"Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

"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.

"Released Claims" shall have the meaning set forth in Section 3.13(g) hereof.

"Remediation Costs" shall mean governmental or regulatory body response costs, natural resource damages, property damages, and the costs of any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon.

["Remediation Work" shall mean all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter for the Apartment Property and applicable portions of the Parking Property (as determined pursuant to Section 11.02 hereof) in accordance with the terms and conditions of the Draft NFR Letter for the Apartment Property (and the Parking Property to the extent required under Section 11.02(b) hereof), the SRP Documents, all requirements of the IEPA and all applicable federal, state and local laws, ordinances and regulations, including, without limitation, all applicable Environmental Laws.]

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit L, to be delivered by the Developer to HED pursuant to Section 4.04 of this Agreement.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

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

"SRP Documents" shall mean all documents submitted to the IEPA under the SRP Program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report.

"Survey" shall mean one or more Class A plat of survey(s) of the Property in the most recently revised form of ALTA/ACSM survey dated within 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 in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

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

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the date on which the Redevelopment Area is no longer in effect (through and including December 31, 2026).

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF Bonds" shall have the meaning set forth in the Recitals hereof.

"TIF Bond Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF Bond Proceeds" shall have the meaning set forth in the Recitals hereof.

"TIF-Funded Improvements" shall mean those improvements 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. Exhibit C lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"TIF Note" shall mean a note, to be in the form attached hereto as Exhibit M, in the maximum principal amount of $25,000,000, issued by the City to the Sponsor on the Closing Date. The TIF Note shall not bear interest.

"Title Company" shall mean [Near North National Title LLC, as agent for Old Republic National 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.

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

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(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, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence rehabilitation/construction no later than [60] days after the Closing Date (the "Commencement Date"); and (ii) complete rehabilitation/construction and conduct residential rental business operations therein no later than [36] months following the Commencement Date, as such date may be extended pursuant to Section 15.04 and/or Section 18.17 (the "Completion Date," which the Commissioner of HED may also extend in his or her discretion to accommodate a foreclosure or deed in lieu of foreclosure process under Section 16).

3.02 Scope Drawings and Plans and Specifications. The Developer has delivered the Scope Drawings and Plans and Specifications to HED and HED has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to HED as a Change Order pursuant to Section 3.04 hereof. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Department of Buildings, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to HED, and HED has approved, a Project Budget showing total costs for the Project in an approximate amount not less than $109,000,000. The Developer hereby certifies to the City that (a) it has Lender Financing and Equity 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 shall promptly deliver to HED certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to HED for HED's prior written approval. The

Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of HED's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order 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. If the Developer authorizes or permits the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of HED's written approval the Developer must promptly notify HED of any such Change Orders in writing; if HED does not ratify such Change Order then the cost of such Change Order may not be paid for out of any contingency or similar use or line item in the Project Budget.

3.05 HED Approval. Any approval granted by HED of the Scope Drawings, Plans and Specifications and the Change Orders 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 HED pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any HED approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals and proof of the General Contractor's and each subcontractor's bonding as required hereunder; provided, however, the Developer may perform demolition work prior to the issuance of a Draft NFR Letter with 2FM's prior written approval, which approval may be subject to conditions.

3.07 Progress Reports and Survey Updates. The Developer shall provide HED with written monthly progress reports detailing the status of the Project, including a revised Completion Date, if necessary (with any change in Completion Date being considered a Change Order, requiring HED's written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to HED upon the request of HED or any lender providing Lender Financing, reflecting improvements made to the Property after the Completion Date.

3.08 Inspecting Agent or Architect. The developer's architect shall be act as the City's inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to HED, prior to requests for disbursement for costs related to the Project hereunder.

3.09 Barricades. Prior to commencing any construction 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. HED retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

3.13 Conveyance of the City Parking Property. The following provisions shall govern the City's conveyance of the City Parking Property to the Owner:

(a) Purchase Price. The City hereby agrees to sell, and the Owner hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the City Parking Property, for One Dollar ($1.00) per parcel (the "Purchase Price"), which is to be paid to the City on or before the Closing Date in cash or by certified or cashier's check or wire transfer of immediately available funds. The Owner shall pay all escrow fees and other title insurance fees, premiums and closing costs. The Owner acknowledges and agrees that (i) the appraised fair market value of the City Parking Property is approximately $155,000 based on an appraisal prepared in [_____], and (ii) the City has only agreed to sell the City Parking Property to the Owner for the Purchase Price because the Owner has agreed to execute this Agreement and comply with its terms and conditions.

(b) Form of Deed. The City shall convey the City Parking Property to the Owner by quitclaim deed (the "Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

(i) the Redevelopment Plan;

(ii) the standard exceptions in an ALTA title insurance policy;

(iii) all general real estate taxes and any special assessments or other taxes;

(iv) all easements, encroachments, covenants and restrictions of record and not shown of record;

(v) such other title defects as may exist; and

(vi) any and all exceptions caused by the acts of the Owner, its Affiliates and their agents.

(c) Title and Survey. The Developer acknowledges that it has received commitments for an owner's policy of title insurance for the City Parking Property, issued August 12, 2013 (Commitment Nos. N01131119, N01131120 and N0112117) by Near North National Title LLC, as issuing agent for Chicago Title Insurance Company (the "City Title Commitments"), showing the City in title to the City Parking Property. The Developer shall be solely responsible for and shall pay all costs associated with updating the City Title Commitments (including all search, continuation and later-date fees), and obtaining the Title Policy. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the City Parking Property or liens for such unpaid property taxes, the City shall, as applicable, request that the County void the unpaid taxes as provided in Section 21-

100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or file a tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the City Parking Property remains subject to any tax liens, or if the City Parking Property is encumbered with any other exceptions that would adversely affect the use and insurability of the City Parking Property for the development of the Project, the Owner shall have the option to do one of the following: (i) accept title to the City Parking Property subject to the exceptions; or (ii) with the Sponsor as the Developer, terminate this Agreement. If the Developer elects not to terminate this Agreement as aforesaid, the Owner agrees to accept title subject to all exceptions.

(d) The Land Closing. The conveyance of the City Parking Property shall take place on the Closing Date at the downtown offices of the Title Company or such other place as the parties may mutually agree upon in writing; provided, however, in no event shall the closing of the land sale occur unless the Developer has satisfied all conditions precedent set forth in this Agreement, unless HED, in its sole discretion, waives such conditions. 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. The City will not provide a gap undertaking.

(e) Recording Costs. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Parking Property to the Owner.

(f) **"AS IS" SALE**. THE OWNER ACKNOWLEDGES THAT IT HAS HAD ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE CITY PARKING PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE CITY PARKING PROPERTY. THE OWNER AGREES TO ACCEPT THE CITY PARKING PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE CITY PARKING PROPERTY OR THE SUITABILITY OF THE CITY PARKING PROPERTY FOR ANY PURPOSE WHATSOEVER. THE OWNER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER AGREES THAT IT IS ITS SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM ANY REMEDIATION WORK AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE CITY PARKING PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

(g) Release and Indemnification. The Developer, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, "Developer Parties"), hereby release, relinquish and forever discharge the City, its officers, agents and employees, from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the City Parking Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Materials, or threatened release, emission or discharge of Hazardous Materials; (ii) the structural,

physical or environmental condition of the City Parking Property, including, without limitation, the presence or suspected presence of Hazardous Materials in, on, under or about the City Parking Property or the migration of Hazardous Materials from or to other City Parking Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the City Parking Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"); provided, however, the foregoing release shall not apply to the extent such Losses are proximately caused by the gross negligence or willful misconduct of the City following the Closing Date. Furthermore, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City and its officers, agents and employees harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, except as provided in the immediately preceding sentence for the City's gross negligence or willful misconduct following the Closing Date.

(h) Release Runs with the Land. The covenant of release in Section 3.13(g) above shall run with the City Parking Property, and shall be binding upon all successors and assigns of the Owner with respect to the City Parking Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the City Parking Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the City Parking Property to the Owner. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer or any of the Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the City Parking Property, neither the Developer nor any of the Developer Parties will assert that those obligations must be satisfied in whole or in part by the City because Section 3.13(g) contains a full, complete and final release of all such claims, except as provided in such section for the City's gross negligence or willful misconduct following the Closing Date.

(i) Survival. This Section 3.13 shall survive the Closing Date or any termination of this Agreement (regardless of the reason for such termination).

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be $[109,013,853], to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to Sections 4.03(b) and 4.06)	$[_____]
Lender Financing	$[_____]
ESTIMATED TOTAL	$[109,013,853]

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to HED evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to issue the TIF Note to the Sponsor on the Closing Date. The principal amount of the TIF Note shall be in an amount equal to the costs of the TIF-Funded Improvements which have been incurred by the Sponsor and are to be reimbursed by the City through payments of principal on the TIF Note, subject to the provisions hereof; provided, however, that the maximum principal amount of the TIF Note shall be an amount not to exceed $25,000,000; and provided, however, that payments under the TIF Note are subject to the amount of Incremental Taxes deposited into the 47th and King Drive TIF Fund being sufficient for such payments, including but not limited to after the City makes required payments on the following prior obligations of the 47th and King Drive TIF Fund:

OBLIGATION	NOT TO EXCEED AMOUNT
Bronzeville Artist Lofts	$1,085,807
Diaspora Cuisine	$3,000,000
Educare Family Center	$ 400,000
Chicago Public Schools—Mollison ADA Renovations	$ 750,000
Assorted Lighting, Street Infrastructure and Landscaping	$3,533,250
Small Business Improvement Fund (SBIF)	$ 835,839
Neighborhood Improvement Fund (NIF)	$ 800,000
Business retention and recruitment activities	$ 20,041

Subject to the foregoing, the City shall make principal payments on the TIF Note to the Sponsor in the amounts of $6,000,000, $14,000,000 and $5,000,000 upon 10%, 75% and 100% completion of construction of the Project, respectively, as such percentage of completion is certified to the City in writing by [the Developer's architect] based on the amount of expenditures incurred in relation to the Project construction budget attached hereto as Exhibit H-2 (a subset of the Project Budget) prior to and as a condition precedent of such payments; provided, however, that the $5,000,000 principal payment to be made at 100% completion shall not be made until the Certificate is issued pursuant to Section 7.01 hereof.

(c) Notwithstanding any provision contained herein or in any agreement related hereto to the contrary, any obligations, pledges or commitments of Incremental Taxes in the 47th and King Drive TIF Fund approved by the City Council or otherwise executed or entered into by the City subsequent to [the date on which the City Council approved the ordinance authorizing the execution of this Agreement and the issuance of the TIF Note] shall be junior and subject to the City's obligation and commitment under this Agreement and the TIF Note.

(d) [intentionally omitted]

4.04 Construction Escrow; Requisition Form. (a) The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

(b) Until the Sponsor has been reimbursed in full under this Agreement, the Sponsor shall provide HED with Requisition Forms, along with the documentation described therein. Requisition for certification of the cost TIF-Funded Improvements to the TIF Note shall be made not more than two times per calendar year (or as otherwise permitted by HED). On each December 1 (or such other date as may be acceptable to the parties), beginning in 20[_] and continuing throughout the Term of the Agreement, the Developer shall meet with HED at the request of HED to discuss the Requisition Form(s) previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to HED and approved by HED as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). HED shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit I hereto sets forth the prior expenditures approved by HED as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) [intentionally omitted]

(c) [intentionally omitted]

(d) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of HED, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed $100,000 or $500,000 in the aggregate, may be made without the prior written consent of HED.

(e) [intentionally omitted]

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Preconditions of Execution of Certificate of Expenditure. Prior to each execution of a Certificate of Expenditure by the City, the Developer shall submit a Requisition Form and documentation regarding the applicable expenditures to HED, which shall be satisfactory to HED in its sole discretion. Delivery by the Developer to HED of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

(a) the total amount of the request for Certificate of Expenditure represents the actual amount paid to the applicable General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current request for Certificate of Expenditure have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current request for Certificate of Expenditure, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens and those liens or claims of lien which have been bonded or insured over to the City's satisfaction;

(f) 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; and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of execution of a Certificate of Expenditure, including but not limited to requirements set forth in the TIF Ordinances and this Agreement.

4.08 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. The City Funds are subject to being reimbursed as provided in Section 15.02 hereof.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. The Developer has submitted to HED, and HED has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings and Plans and Specifications. The Developer has submitted to HED, and HED has approved, the Scope Drawings and Plans and Specifications accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to HED.

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with the Equity set forth in Section 4.01) to complete the Project. The Developer has delivered to HED a copy of the construction escrow agreement entered into by the Developer regarding the Lender Financing. Except as otherwise approved by the City, any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Owner as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by the 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. The Developer has provided to HED, on or prior to the Closing Date, documentation related to the purchase of the Property and copies of all easements and encumbrances of record with respect to the Property not addressed, to HED's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the Owner's name and the Sponsor's name as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC 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
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. The Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to HED.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel.

5.10 Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to HED in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. The Developer has provided Financial Statements to HED for the Owner's and the Sponsor's most recent fiscal years, and available audited or unaudited interim financial statements.

5.12 Documentation; Employment Plan. The Developer has provided documentation to HED, satisfactory in form and substance to HED, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07. At least thirty (30) days prior to the Closing Date, the Developer has met with the Workforce Solutions division of HED to review employment opportunities with the Developer after construction or rehabilitation work on the Project is completed. On or before the Closing Date, Developer has provided to HED, and HED has approved, the Employment Plan for the Project (the "Employment Plan"). The Employment Plan includes, without limitation, the Developer's estimates of future job openings, titles, position descriptions, qualifications, recruiting, training, placement and such other information as HED has requested relating to the Project.

5.13 Environmental. The Developer has provided HED with copies of that certain phase I environmental audit 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 the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Organizational Documents; Economic Disclosure Statement. The Developer has provided a copy of the Owner's, the General Partner's, the Managing Member's, the Sponsor's and the Foundation's: Articles or Certificate of Incorporation, Organization and/or Limited Partnership containing a certified copy of the original certification of the Secretary of State of the state of incorporation or organization; certificates of good standing from the Secretary of State of state of incorporation or organization and all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws, operating agreement and/or partnership agreement; and such other corporate documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation. The Developer has provided to Corporation Counsel and HED, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 [intentionally omitted]

6.02 Construction Contract. Prior to the execution thereof, the Developer shall deliver to HED a copy of the proposed Construction Contract with the General Contractor selected to handle the Project, for HED's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to HED and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form attached as Exhibit P hereto. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 10.04 (Multi-Project Labor Agreement), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to HED within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the rehabilitation and construction of the Project in accordance with the terms of this Agreement (including Section 10 hereof), and upon the Developer's written request [(which shall include evidence, reasonably satisfactory to the Corporation Counsel, of compliance with orders issued in the Building Court Case)], HED shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. HED shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures. Notwithstanding any of the foregoing, HED shall not issue the Certificate until HED is satisfied that the Developer's Part Three application has been approved by the Illinois Historic Preservation Agency; in the event the Developer's Part Three application has not been approved by the Illinois Historic Preservation Agency and lack of such approval is (A) the only matter preventing issuance of the Certificate, and (B) will not result in a reduction of the funds available to complete the Project, then HED may consider extending the date for approval of the Developer's Part Three application.

HED may also, in its discretion, condition the issuance of the Certificate upon the Developer's consent to the landmark designation of the Facility.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the rehabilitation of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and 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, 8.19 and 8.20 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Sections 15.04, 16 and/or 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. Subject to Section 15.04 with respect to Citibank and Limited Partner cure rights and Section 18.17 with respect to delays caused by Force Majeure, if the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds;

(c) the right to seek reimbursement of the City Funds from the Developer; and

(d) the right to re-enter and take possession of the City Parking Property, terminate the estate conveyed to the Owner, and revest title to the City Parking Property in the City; provided, however, the City's foregoing right of reverter shall be subordinate to the payment in full of Citibank's mortgage on the Project.

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, HED 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; provided, however, that the City may at such time require the Developer to enter into a separate agreement to implement the provisions of Section 8.20 hereof (as contemplated in Section 8.20(f)).

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 duly organized, validly existing, qualified to do business in its state of incorporation or organization 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 corporate or other action, and does not and will not violate its Articles of Incorporation or Articles of Organization or by-laws, partnership agreement or operating agreement 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) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Owner shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, liens and claims of lien which the City agrees may be bonded or insured over pursuant to Section 4.07(e) hereof, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(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) except as otherwise disclosed to the City by the Developer in writing to the satisfaction of the City, 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 to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of HED: (1) be a party to any merger, liquidation or consolidation;

(2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business and as otherwise provided in the Master Lease; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of HED, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens and liens and claims of lien which the City agrees may be bonded or insured over pursuant to Section 4.07(e) hereof; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

(l) 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;

(m) 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 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. 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 share ownership, a trust, a contract or otherwise; and

(n) the Developer will not withhold consent to landmark designation of the Facility in the future if requested by the City. The Foregoing covenant shall survive the issuance of the Certificate of Completion.

8.02 Covenant to Redevelop. Upon HED's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals, including, without limitation, a Draft NFR Letter under Section 11.02 below (provided, however, the Developer may perform demolition work prior to the issuance of a Draft NFR Letter with 2FM's prior written approval, which approval may be subject to conditions), the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, the Draft NFR Letter and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer, including, without limitation, all Environmental Laws. The covenants set forth in this Section shall run with the land and be binding

upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of City Funds. City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 TIF 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, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "TIF Bonds"); 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 TIF 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.

8.06 [intentionally omitted]

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02, 10.03 and 10.04 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 75% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to HED which shall outline, to HED's satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to HED, from time to time, statements of its employment profile upon HED's request.

8.09 Prevailing Wage. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. 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 Section 8.09. This Section 8.09 shall be inapplicable if and to the extent the federal Davis-Bacon Act applies to the Project.

8.10 Arms-Length Transactions. Unless HED 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 TIF-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 HED's request, prior to any such disbursement.

8.11 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.

8.12 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.

8.13 Financial Statements. The Owner and the Sponsor shall each obtain and provide to HED Financial Statements for their respective fiscal years ending December 31, 2013 and each December 31st thereafter by April 1st of the following year for the Term of the Agreement. In addition, the Owner and the Sponsor shall each submit their respective unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as HED may request.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens and liens and claims of lien which the City agrees may be bonded or insured over pursuant to Section 4.07(e) hereof, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to HED, within thirty (30) days of HED's request, official receipts from the appropriate entity, or other proof satisfactory to HED, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at HED's sole option, to furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or

forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify HED of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 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 on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this

Agreement unless the Developer has given prior written notice to HED of the Developer's intent to contest or object to a Governmental Charge and, unless, at HED's sole option,

(i) the Developer shall demonstrate to HED's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise HED thereof in writing, at which time HED may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in HED's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which HED deems advisable. All sums so paid by HED, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to HED by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property ("Minimum Assessed Value") is shown on Exhibit K attached hereto and incorporated herein by reference for the years noted on Exhibit K; (B) Exhibit K sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in Exhibit K.

(ii) Real Estate Tax Exemption. Except as otherwise provided in Section 8.19(c)(v) below, with respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) No Reduction in Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the

Project below the amount of the Minimum Assessed Value as shown in Exhibit K for the applicable year[; provided, however, (1) the Developer is permitted to apply for a Class 9 designation from Cook County even if such designation with respect to the Property would result in a Minimum Assessed Value below than shown in Exhibit K, and (2) the Property may be subject to 35 ILCS 200/10-235].

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property up to (but not above) the Minimum Assessed Value as shown in Exhibit K.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary: (1) the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 8.19(c); and (2) the Developer may pursue any property tax assessment reduction or exemption the Developer is required to so pursue in writing by the Chicago Housing Authority.

(d) Notification to the Cook County Assessor of Change in Use and Ownership. Prior to the Closing Date, the Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor that there has been a change in use and ownership of the Property. On the Closing Date, the Developer shall pay to the Title Company the cost of sending the notification to the Cook County Assessor via certified mail, return receipt requested. After delivery of the notification, the Developer shall forward a copy of the return receipt to HED, with a copy to the City's Corporation Counsel's office.

8.20 Affordable Housing Covenant. The Developer agrees and covenants to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of (1) the NSP Regulatory Agreement, (2) that certain Land Use Restriction Agreement executed by the Owner and the City as of the date hereof, (3) that certain Low-Income Housing Tax Credit Regulatory Agreement executed by the Owner and the City as of the date hereof, and (4) the DTC Regulatory Agreement shall all govern the terms of the Developer's obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the thirtieth anniversary of the issuance of a certificate of occupancy for the Project by the City (as required by Section 2-45-110(f) of the Municipal Code), the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

(a) Except for the community service facility and the commercial and retail space located in the parcel described in Exhibit B hereof, the Facility shall be operated and maintained solely as residential rental housing;

(b) Twenty percent of the units in the Facility shall be available for occupancy to and be occupied solely by one or more persons qualifying as Low Income Families (as defined below) upon initial occupancy; and

(c) All of the Low Income Units in the Facility shall have monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

(d) As used in this Section 8.20, the following terms has the following meanings:

(i) "Family" shall mean one or more individuals, whether or not related by blood or marriage;

(ii) "Low Income Families" shall mean Families whose annual income does not exceed sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition; and

(iii) "Low Income Units" shall mean residential units reserved for Low Income Families pursuant hereto.

(e) The covenants set forth in this Section 8.20 shall run with the land and be binding upon any transferee. [Such covenants shall be in addition to the covenants and restrictions set forth in the Chicago Housing Authority Regulatory and Operating Agreement with respect to public housing units in the Project.]

(f) The City and the Developer may enter into a separate agreement to implement the provisions of this Section 8.20, including upon expiration of the Term of this Agreement.

8.21 [intentionally omitted]

8.22 [intentionally omitted]

8.23 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 7.02 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement or longer as indicated with respect to Section 8.20 hereof.

8.24 Annual Compliance Report. Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, the Developer shall submit to HED the Annual

Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

8.25 Delegation of Obligations to Tenant. If the Developer delegates the performance any of its obligations hereunder to the Master Tenant pursuant to the Master Lease such delegation shall not relieve the Developer of such obligations.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 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 rehabilitation/construction of the Project or occupation of the Property:

(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, 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) 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.

(c) 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.

(d) Each Employer, 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) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) 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.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 City Resident Construction Worker Employment Requirement. The Developer shall comply with Section 19.2 of the NSP Redevelopment Agreement (wherein the Owner is known as the "Borrower"), which is hereby incorporated herein, regardless of whether the NSP Redevelopment Agreement is in effect. Although the Sponsor is not a party to the NSP Redevelopment Agreement the Sponsor hereby confirms the foregoing obligation.

10.03 MBE/WBE Commitment. The Developer shall comply with Section 19.3 of the NSP Redevelopment Agreement (wherein the Owner is known as the "Borrower"), which is hereby incorporated herein, regardless of whether the NSP Redevelopment Agreement is in effect. Although the Sponsor is not a party to the NSP Redevelopment Agreement the Sponsor hereby confirms the foregoing obligation.

10.04 Project Labor Agreement. The Developer shall cause the General Contractor to comply with that certain Settlement Agreement dated November 3, 2011, by and among the City, Chicago Regional Council of Carpenters, the Metropolitan Pier and Exposition Authority, the Public Building Commission of the City of Chicago, and the State of Illinois, because the Project budget is in excess of $25,000,000, and, therefore, is subject to the provisions of that certain City of Chicago Multi-Project Labor Agreement (the "MPLA") dated February 9, 2011, by and among the City and the labor organizations comprising the Chicago & Cook County Building & Construction Trades Council. The Developer shall cause the General Contractor to comply with the MPLA to the fullest extent legally permissible without violating other requirements applicable to the construction of the Project, including, without limitation, Sections 8.09, 10.02 and 10.03 hereof. At the direction of HED, affidavits and other supporting documentation shall be required of the Developer, the General Contractor and the subcontractors to verify or clarify compliance with the MPLA.

SECTION 11. ENVIRONMENTAL MATTERS

11.01 Phase I and II Assessments. The Developer hereby represents and warrants to the City that the Developer has performed one or more Phase I environmental site assessments of the Property and follow-up Phase II testing sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments

thereto, and the Redevelopment Plan. The Developer further represents and warrants that it has delivered to the City true and complete copies of all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer (or otherwise obtained by the Developer) regarding the condition of the Property, including, without limitation, the SRP Documents (collectively, "Environmental Documents".) A list of all Environmental Documents delivered to the City as of the date hereof is attached hereto as Exhibit Q.

11.02 Environmental Remediation.

(a) The Developer acknowledges and agrees that (i) the Environmental Documents identify several recognized environmental conditions ("RECs") on the Apartment Property, including the presence of underground storage tanks, asbestos containing material and lead-based paint, and (ii) 2FM's environmental compliance certification for the Project, attached hereto as Exhibit R, is conditioned upon the Developer taking certain actions to address the environmental and historical conditions present at the Property. In accordance with 2FM's certification, the Developer covenants and agrees to enroll the Apartment Property in the SRP and take all necessary and proper steps to obtain a Draft NFR Letter for the Apartment Property. The Developer acknowledges and agrees that it may not commence construction on the Apartment Property, and that the City will not make any payments to the Developer of City Funds, until the IEPA issues, and 2FM approves, a Draft NFR Letter for the Apartment Property; provided, however, the Developer may perform demolition work with 2FM's prior written approval, which approval may be subject to conditions.

(b) [The Developer acknowledges and agrees that it has started but not completed its environmental investigation of the Parking Property. To the extent not delivered to and approved by 2FM prior to the date hereof, the Developer agrees to perform a Phase I environmental site assessment of all parcels comprising the Parking Property in accordance with the requirements of the ASTM E1527-05 standard. 2FM shall have the right to review and approve the sufficiency of such Phase I report(s) and any other reports prepared for the Parking Property. Upon 2FM's request, the Developer shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of parking facilities on the Parking Property, including, without limitation, updating or expanding the Phase I report(s) and performing initial or additional Phase II testing. If the environmental reports for the Parking Property disclose the presence of contaminants exceeding commercial remediation objectives for areas to be paved or residential remediation objectives for areas to be landscaped, the Developer shall enroll the Parking Property (or the applicable portion thereof) in the IEPA's SRP Program and take all necessary and proper steps to obtain a Draft NFR Letter for the Parking Property. Unless DOE determines that it is not necessary to enroll the Parking Property in the SRP, the Developer acknowledges and agrees that it may not commence construction on the Parking Property, and that the City will not make any payments to the Developer of City Funds, until the IEPA issues, and 2FM approves, a Draft NFR Letter for the Parking Property.]

(c) After 2FM approves the Draft NFR Letter for the Apartment Property (and the Parking Property to the extent required under Section 11.02(b) above), the Developer covenants and agrees to complete the Remediation Work and diligently pursue the Final NFR Letter for the Apartment Property (and the Parking Property to the extent required under Section 11.02(b) above) using all reasonable means. The City shall have the right to review in advance and approve all SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. The Developer shall bear sole responsibility for all aspects of the Remediation Work and any other investigative and cleanup costs associated with the Property and any improvements, facilities or operations located or

formerly located thereon, including, without limitation, the removal and disposal of all Hazardous Materials, debris and other materials excavated during the performance of the Remediation Work. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received after the date hereof, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies with respect to the Remediation Work. The Developer acknowledges and agrees that the City will not issue a Certificate until the IEPA has issued, and the City has approved, a Final NFR Letter for the Apartment Property (and the Parking Property to the extent required under Section 11.02(b) above), which approval shall not be unreasonably withheld.

SECTION 12. INSURANCE

The Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $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, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $ 500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, 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, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $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.

(v) All Risk /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 project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers 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 $ 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 Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

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.

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, the Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than $1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. 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. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

The Developer must furnish the City of Chicago, Department of Housing and Economic 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 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. Non-conforming 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 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.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. The Developer shall comply with and be bound by Section 5.15 of the Borrower Loan Agreement (wherein the Owner is known as the "Borrower"), which is hereby incorporated herein, regardless of whether the Borrower Loan Agreement is in effect. Although the Sponsor is not a party to the Borrower Loan Agreement the Sponsor hereby confirms the foregoing obligation.

The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

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

(b) the declaration of an event of default by a person or entity other than the City based upon 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 such person or entity, which is not cured after the expiration of all applicable notice and cure periods, 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 proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the 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 which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

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

(i) the dissolution of the Developer;

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

(k) prior to the issuance of the Certificate, the sale or transfer of a majority of the ownership interests of the Developer (other than a transfer, pursuant to the Owner's limited partnership agreement, of some or all of the limited partnership interest in the Owner from the Limited Partner of the Owner to an affiliate(s) thereof, so long as such transferee is bound by the terms of the Owner's limited partnership agreement, including but not limited to any obligations to contribute Equity) without the prior written consent of the City.

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of 10% of the Developer's membership or partnership interests.

Until such time as all principal payments on the TIF Note are made, but not more often than once per calendar quarter, Citibank may request in writing that the City state in writing for the benefit of Citibank whether the City knows of any defaults hereunder by the Owner, General Partner and/or Managing Member and the nature of such defaults, if any; the City shall use good faith efforts to reply to such requests within 45 days.

15.02 Remedies. Subject to Section 15.04, upon the occurrence of an Event of Default, which is not cured after the expiration of all applicable notice and cure periods, the City may terminate this Agreement and any other agreements to which the City and the Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid and the value of the City Parking Property write-down, and/or seek reimbursement of any City Funds paid. Any Incremental Taxes that would have been used to make payments hereunder during any such notice and cure period shall, however, be reserved by the City pending the possible cure of such default. If such default is cured, any reserved payments of Incremental Taxes shall be released by the City and used to make payments as contemplated hereunder. 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, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, 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 non-monetary 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.

Upon the expiration of the cure periods specified in this Section 15.03, without the default being cured, then the cure periods specified under Section 15.04 shall apply.

15.04 Right to Cure by the Limited Partner and/or Citibank. If a default occurs under this Agreement and as a result thereof, the City intends to exercise any right or remedy available to it

that could result in termination of this Agreement and all related agreements, or the suspension, cancellation, reduction or reimbursement of City Funds disbursed hereunder, or any other remedy under this Agreement, the City shall prior to exercising such right or remedy, send notice of such intended exercise to the Limited Partner and Citibank, and the Limited Partner (including, without limitation, by exercise of management take over rights of the Owner under its partnership agreement) and Citibank shall have the right (but not the obligation) to cure such Event of Default as follows:

(a) if a monetary default exists, the Limited Partner may cause to be cured such monetary default within 90 days after the later of (and [Citibank, except as provided in Section 15.04(h) below, and] the City shall take no action during such 90 day period): (i) the expiration of the cure period, if any, granted under Section 15.03 to Developer with respect to such monetary default; or (ii) receipt by the Limited Partner and Citibank of notice of default from the City. If the Limited Partner does not cause such monetary default to be cured within such 90-day time period set forth in the preceding sentence, then Citibank may cure such monetary default in the manner set forth in Section 15.04(c); and

(b) if a non-monetary default exists (except for a Personal Developer Default, as later defined), the Limited Partner may cause to be cured such non-monetary default within 90 days after the later of (and [Citibank, except as provided in Section 15.04(h) below, and] the City shall take no action during such 90 day period): (i) the expiration of the cure period, if any, granted under Section 15.03 to Developer with respect to such non-monetary default; or (ii) receipt by the Limited Partner and Citibank of notice of default from the City. If the Limited Partner does not cause such non-monetary default to be cured within such 90-day time period set forth in the preceding sentence, then Citibank may cure such monetary default in the manner set forth in Section 15.04(d); and

(c) if a monetary default exists, Citibank may cure such monetary default within 60 days after the later of (and the non-electing party and the City shall take no action during such 60-day period): (i) the expiration of the Limited Partner's 90-day cure period; or (ii) receipt by Citibank of notice from the City that the Limited Partner has failed to cure the default within the timeframe set forth in Section 15.04(a) above; and

(d) if a non-monetary default exists (except for a Personal Developer Default), Citibank may cure such non-monetary default within 90 days after the later of (and the non-electing party and the City shall take no action during such 90-day period): (i) the expiration of the Limited Partner's 90-day cure period; or (ii) receipt by Citibank of notice from the City that the Limited Partner has failed to cure the default within the timeframe set forth in Section 15.04(b) above; provided, however, if such non-monetary default is of a nature that is not subject to cure in 90 days, the cure period will be extended for the time period needed to cure such default (including any time period required by Citibank to take control of the Project by initiating foreclosure of its mortgage and/or appointing a receiver) and the City shall forbear from exercising its remedies hereunder so long as diligent and continuous efforts are being pursued to cure such default; and

(e)(1) If such non-monetary default would be an Event of Default set forth in Section 15.01(e), (f), (g), (i) or (j) hereof (each such default being a "Personal Developer Default"), the Limited Partner or Citibank (as applicable and in that strict order as more fully provided in this Section 15.04(e) below and not otherwise, the "Electing Party"), shall provide written notice (the "Assumption Notice") to the City and the Limited Partner or Citibank (as applicable, the "Non-Electing Parties") within 30 days of receipt of notice from the City of such Personal Developer Default, as more fully provided in Section 15.04(e)(2) below. If notice is delivered within said 30-day period, the Electing Party shall, in accordance with Section 15.04(e)(2) below, either cure or cause

to be cured such Personal Developer Default by the assignment pursuant to Section 18.15 hereof of all of the Owner's rights, obligations and interests in this Agreement to the Electing Party or any other party agreed to in writing by Citibank and the City, which assumption shall be deemed to cure the Personal Developer Default.

(2) Upon receipt by the City and Citibank of an Assumption Notice from the Limited Partner pursuant to subsection (e)(1) above, the cure period shall be extended for such reasonable period of time as may be necessary to complete such assignment and assumption of the Owner's rights, obligations and interests in this Agreement (but in no event longer than 90 days without the written consent of the City and Citibank). If the Limited Partner does not (i) provide such Assumption Notice within the 30-day period specified in subsection (e)(1), or (ii) identify to the City and the Non-Electing Parties any other party (which may be an affiliate of the Limited Partner other than the Owner) to assume the Owner's rights, obligations and interests in this Agreement within 30 days from the date of the Assumption Notice, then Citibank shall have 30 days to cure such Personal Developer Default by the assignment, in accordance with the provisions of Section 18.15 hereof, of all of the Owner's rights, obligations and interests in this Agreement to Citibank, or an affiliate thereof, or any other party agreed to in writing by Citibank and the City.

(f) If such Personal Developer Default is not cured by the Limited Partner or Citibank within the timeframes set forth in Section 15.04(e), then the City shall have available all remedies set forth in this Agreement, including those in Sections 15.02.

(g) During all such times as a Personal Developer Default exists and remains uncured after the expiration of all cure periods, no payments of City Funds shall occur until such time as such Personal Developer Default is thereafter cured.

(h) The City agrees that at any time during which an Event of Default has occurred under the Lender Financing Documents, during the period that Citibank is diligently and continuously pursuing actions or remedies under the Lender Financing, with or without the Owner, which are intended to cause substantial completion of the Project, and, as part of such actions or remedies, continues to fund or make advances to pay Project costs, the City shall likewise forbear from exercising its remedies under Section 15.02.

(i) Notwithstanding anything to the contrary contained in this Agreement, including, without limitation, the continuation of any cure periods under Section 15.03 and Section 15.04, in the event Citibank initiates a foreclosure proceeding, or the Limited Partner and Citibank provide a joint notice of discontinuance of actions or remedies intending to achieve substantial completion, the City may immediately commence to exercise any and all of the remedies specified in Section 15.02 above.

SECTION 16. 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 Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Owner may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that the Owner may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) Subject to Section 16(b) hereof, In the event that a mortgagee or any other party shall succeed to the Owner's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee or an affiliate thereof shall succeed to the Owner's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by whether by foreclosure or deed in lieu of foreclosure, or as a result of any transfer to an affiliate of a mortgagee as aforesaid which occurs within twelve (12) months following any such foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, nor shall the City have the right to record a lien against or otherwise enforce any remedies hereunder against the Project, in which case the Developer shall be solely responsible. If the City placed a lien on the Project pursuant to Section 15.02 hereof in connection with an Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, the City shall release such lien upon written request to do so by such succeeding mortagee. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage or an affiliate thereof does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7.01 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of HED.

SECTION 17. 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) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City: City of Chicago
Department of Housing and Economic Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

With Copies 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 Developer:

Rosenwald Courts Apartments, LP
20 Sandstone Court
Le Claire, Iowa 52753-9250
Attention: James N. Bergman

With Copies to:

DLA Piper LLP (US)
203 North LaSalle Street
Suite 1900
Chicago, Illinois 60601
Attention: Elizabeth Friedgut

and

Citibank, N.A.
c/o Citi Community Capital
Transaction Management Group
390 Greenwich Street, 2nd Floor
New York, New York 10013
Attention: Desk Head
Loan/Transaction/File # _____
Facsimile: (212) 723-8939

and

325 East Hillcrest Drive, Suite 160
Thousand Oaks, California 91360
Attention: Operations Manager/Asset Manager
Loan/Transaction/File #[_____/ _____]
Facsimile: (805) 557 0924

and

[Account Specialist][Consult Citi to obtain the Account Specialist's notice information]
[Insert Account Specialist Address]
Attention: [_____]
Loan/Transaction/File #[_____/ _____]
Facsimile: [Insert Account Specialist Facsimile Number]

and

Citibank, N.A.
Municipal Securities Division
388 Greenwich Street
New York, New York 10013
Attention: General Counsel's Office
Loan/Transaction/File # _____
Facsimile: (212) 723-8939

and

USA Rosenwald Courts LLC
c/o The Richman Group Capital Corporation
340 Pemberwick Road
Greenwich, CT 06831
Attention: Joanne D. Flanagan, Esq.

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 either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. 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 18.01 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 obligations of Developer (including those set forth in Sections 10.02, 10.03 and 10.04 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than 90 days, except as may otherwise be permitted pursuant to Section 15.04 hereof.

18.02 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.

18.03 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.

18.04 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.

18.05 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.

18.06 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.

18.07 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.

18.08 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.

18.09 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.

18.10 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.

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinances shall prevail and control.

18.12 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.

18.13 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.

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, HED or the Commissioner, or any matter is to be to the City's, HED'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, HED 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 HED in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment. Except as otherwise provided in Sections 15.04 and 16 hereof, 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. Notwithstanding the foregoing, the Developer may collaterally assign its interest in this Agreement to (a) Citibank as security for the repayment of the Lender Financing provided thereby, and/or (b) the Limited Partner pursuant to the Owner's limited partnership agreement, but the City must review and approve the written form of any such collateral assignment prior to the execution thereof. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Real Estate Provisions) and 8.23 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 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.

18.17 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.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 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 WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN 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.

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

18.21 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-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 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 that creates a "Financial Interest" (as defined in Section 2-156-010 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 that creates a "Financial Interest" (as defined in Section 2-156-010 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 that creates a financial interest, 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.

18.23 Prohibition On Certain Contributions - Mayoral Executive Order No. 2011-4. Consistent with the intent of Mayoral Executive Order No. 2011-4, compliance with the substance of which is intended by this Section 18.23, 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 (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 during (i) the bid or other solicitation process for this Agreement or Other Contract, including while this Agreement or any Other Contract is executory, (ii) the term of this Agreement or any Other Contract between the Developer and the City, and/or (iii) any period in which 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 during (i) the bid or other solicitation process for this Agreement or Other Contract, including while this Agreement or any Other Contract is executory, (ii) the term of

this Agreement or any Other Contract between the Developer and the City, and/or (iii) any period in which an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developer represents and warrants that as of the later of (i) the Closing Date, 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 (c) 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. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4. The Developer shall impose the restrictions of this Section 18.23 in the Construction Contract and shall specifically require the General Contractor to impose the restrictions of this Section 18.23 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. 2011-4 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:

"Other Contract" means any agreement entered into between the Developer and the City that is (i) formed under the authority of Chapter 2-92 of the Municipal Code of Chicago; (ii) 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.

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

18.24 Inspector General and Legislative Inspector General.

It is the duty of any subgrantee, bidder, proposer, contractor, subcontractor, and every

applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that the Developer will inform subcontractors of this provision and require their compliance.

It is the duty of any subgrantee, bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. The Developer represents that it understands and will abide by all provisions of Chapter 2-55 of the Municipal Code and that the Developer will inform subcontractors of this provision and require their compliance.

[18.25 Developer Adherence to Building Court Case. Notwithstanding anything herein to the contrary, nothing in this Agreement shall allow the Developer to violate the terms of the Building Court Case.]

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.

ROSENWALD COURTS APARTMENTS, LP,
an Illinois limited partnership

By: Rosenwald Courts GP, LLC,
an Illinois limited liability company
Its: General Partner

By: GB Rosenwald, LLC,
an Illinois limited liability company
Its: Managing Member

By:_____
James N. Bergman
Managing Member

BURTON ROSENWALD GP, LLC,
an Illinois limited liability company

By: The Burton Foundation,
an Illinois not-for-profit corporation
Its: Sole Member

By: _____
Name: Tracey L. Manning
Its: President

CITY OF CHICAGO,
an Illinois municipal corporation,
acting by and through its
Department of Housing and Economic Development

By:_____
Andrew J. Mooney
Commissioner

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my notarial seal this ____ day of _____, 2013.

_____
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 James N. Bergman, personally known to me to be the Managing Member of GB Rosenwald, LLC, an Illinois limited liability company, the Managing Member of Rosenwald Courts GP, LLC, an Illinois limited liability company, the General Partner of Rosenwald Courts Apartments, LP, an Illinois limited partnership, 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 limited partnership, as his free and voluntary act and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2013.

_____
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 Tracey L. Manning, personally known to me to be the President of The Burton Foundation, an Illinois not-for-profit corporation, the Sole Member of Burton Rosenwald GP, 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 she signed and delivered the foregoing instrument pursuant to authority given by said limited liability company, as her free and voluntary act and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2013.

_____
NOTARY PUBLIC

[(Sub)Exhibits "A", "B-3", "C", "D", "E", "F", "H-2", "I", "K", "N", "O", "P", "Q" and "R" referred to in this Rosenwald Courts Tax Increment Financing Redevelopment Agreement unavailable at time of printing.]

[(Sub)Exhibit "B-2" referred to in this Rosenwald Courts Tax Increment Financing Redevelopment Agreement constitutes Exhibit "F" to ordinance and printed on pages 61199 and 61200 of this *Journal*.]

(Sub)Exhibits "B-1", "G", "H-1", "J", "L" and "M" referred to in this Rosenwald Courts Tax Increment Financing Redevelopment Agreement read as follows:

(Sub)Exhibit "B".
(To Rosenwald Courts Tax Increment Financing Redevelopment Agreement)

Property.

Apartment Property.

[Subject To Survey And Title Insurance]

20-03-319-007 -- Rosenwald Building at 4600 South Michigan Avenue; and

20-03-319-008 -- Rosenwald Building at 4600 South Michigan Avenue.

(Sub)Exhibit "G".
(To Rosenwald Courts Tax Increment Financing 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 "H-1".
(To Rosenwald Courts Tax Increment Financing Redevelopment Agreement)

(Draft) Project Budget.

Line Item	Amount
Building Cost	$ 11,205,152
Land Cost	200,000

Line Item	Amount
Carrying Costs	$ 194,641
Transfer Stamps	120,733
Acquisition Costs Subtotal:	$ 11,720,526
Net Construction Costs	$ 36,308,946
Surface Parking	752,356
Other Hard Costs	5,359,788
General Conditions	2,428,009
Overhead	617,347
Profit	2,400,000
Construction Costs Subtotal:	$ 47,866,446
Furniture, Fixtures, and Equipment	$ 410,000
Building Permits	257,014
Bond Premium/LOC Fees	313,262
Site Preparation	2,480,529
Other Construction	--
Contingency	5,082,813
Other Construction Subtotal:	$ 8,543,618
Electrical and Gas	$ 785,000
Public Parks and Landscaping	735,000
Other Infrastructure	140,000
Contingency	166,000
Infrastructure Subtotal:	$ 1,826,000

Line Item	Amount
Land Remediation	$ 1,750,000
Contingency	175,000
Environmental Subtotal:	$ 1,925,000
Construction	$ 8,833,148
Contingency	885,054
Legal	113,500
Accounting	30,000
Reserves	850,148
Consultants	87,433
Other Commercial	4,745,142
Commercial Subtotal:	$ 15,544,425
Architect -- Design	$ 988,670
Architect -- Supervision	300,899
Engineering Fees	64,478
PNA Report	2,500
Permit Expediter	50,000
As-Is Plats and Surveys	29,250
Accountant -- Tax Preparation	25,000
Accountant -- General	95,000
Legal -- Organizational	751,500
Legal -- Syndication	270,000
Consultant -- Historic	90,250

Line Item	Amount
Consultant -- Financial	$ 164,975
Consultant -- TIF	75,000
Appraisal	67,500
Market Study	27,500
Phase 1 Environmental Report	50,000
Title and Recording Fees	71,250
Professional Fees Subtotal:	$ 3,123,772
Tax Credit Issuer Fees	$ 94,050
Application Fees	8,750
Construction Points	557,250
Construction Inspection	47,500
Lender Legal Fees	247,000
Bond -- Rating Agency	866,511
Bond -- Trustee	10,000
Bond -- Bond Counsel	70,000
Construction Interest	5,123,300
Lender Fees Subtotal:	$ 7,024,361
Hazard Insurance	$ 608,000
Real Estate Taxes	114,000
Construction Period Subtotal:	$ 722,000
Other Marketing and Leasing	$ 191,200
Marketing and Leasing Subtotal:	191,200
Tenant Relocation Subtotal:	$ --

Line Item	Amount
Developer Fee	$ 7,280,590
Developer Fee Subtotal:	$ 7,280,590
Lease-Up Reserve	$ 624,506
ACC Reserve	396,000
Insurance Reserve	140,759
Operating Reserve	$ 1,875,000
Replacement Reserve	83,650
Other Reserves	126,000
Reserves Subtotal:	$ 3,245,915
Tenant Services Subtotal:	--
GRAND TOTAL DEVELOPMENT COSTS:	$109,013,853

(Sub)Exhibit "J".
(To Rosenwald Courts Tax Increment Financing Redevelopment Agreement)

Opinion Of Developer's Counsel.

[To Be Retyped On Developer's Counsel's Letterhead]

_____, _____.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an [Illinois] _____ (the "Developer"), in connection with the purchase of certain land and the construction of

certain facilities thereon located in the _____ 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) _____ 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) Articles of Incorporation, 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 [revise if the Developer is not a corporation]; 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 [incorporation] [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 as a foreign [corporation] [entity] 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 [Articles of Incorporation or Bylaws] [describe any formation documents if the Developer is

not a corporation] 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 capital stock 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 capital stock 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 capital stock of the Developer. Each outstanding share of the capital stock 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 State of Illinois.

[Note: include a reference to the laws of the state of incorporation/organization of the Developer, if other than 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 Rosenwald Courts Tax Increment Financing Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, _____, _____ of _____, a _____ (the "Developer"), hereby certifies that with respect to that certain Rosenwald Courts TIF Redevelopment Agreement between the Developer and the City of Chicago dated _____, 2013 (the "Agreement"):

A. Expenditures 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 TIF-Funded Improvements for the Project certified to the TIF Note by the City to date:

$_____

C. The Developer requests certification to the TIF Note for the following cost of TIF-Funded Improvements:

$_____

D. None of the costs referenced in paragraph C above have been previously certified to the TIF Note 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 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.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

[Developer]

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, _____

_____

My commission expires: _____

Agreed and Accepted:

_____

Name: _____

Title: _____

City of Chicago
Department of Housing and Economic
Development

(Sub)Exhibit "M".
(To Rosenwald Courts Tax Increment Financing Redevelopment Agreement)

Form Of Note.

Registered
Number R-1

Maximum Amount
$25,000,000

United States Of America

State Of Illinois

County Of Cook

City Of Chicago

Tax Increment Allocation Revenue Note
(47th And King Drive Redevelopment
Project), Taxable Series A.

Registered Owner:	Burton Rosenwald G.P. LLC, an Illinois limited liability company
Interest Rate:	Zero percent per annum
Maturity Date:	[Not later than December 31, 2026]

Know All Persons By These Presents, That the City of Chicago, Cook County, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on or before the Maturity Date identified above, but solely from the sources hereinafter identified, the principal amount of this Note from time to time advanced by the Registered Owner to pay costs of the Project (as hereafter defined) in accordance with the ordinance hereinafter referred to up to the principal amount of $25,000,000.

Principal of this Note from the Incremental Taxes (as defined in the hereinafter defined Redevelopment Agreement) shall be paid at such times and in such amounts as set forth in Section 4.03(b) of the Redevelopment Agreement. The principal of this Note is payable in lawful money of the United States of America, and shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Comptroller of the City, as registrar and paying agent (the "Registrar"), at the close of business on the 15th day of the month immediately prior to the applicable payment, maturity or redemption date, and

shall be paid by check or draft of the Registrar, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Registrar; provided, that the final installment of principal will be payable solely upon presentation of this Note at the principal office of the Registrar in Chicago, Illinois or as otherwise directed by the City. The Registered Owner of this Note shall note on the Payment Record attached hereto the amount and the date of any payment of the principal of this Note promptly upon receipt of such payment.

This Note is issued by the City in the principal amount of advances made from time to time by the Registered Owner up to $25,000,000 for the purpose of paying the costs of certain eligible redevelopment project costs incurred by Burton Rosenwald G.P. LLC, an Illinois limited liability company (the "Project"), which were [acquired], [constructed] and [installed] in connection with the development of a site in the 47th and King Drive Redevelopment Project Area (the "Project Area") in the City, all in accordance with the Constitution and the laws of the State of Illinois, and particularly the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1, et seq.) (the "TIF Act"), the Local Government Debt Reform Act (30 ILCS 350/1, et seq.) and an ordinance adopted by the City Council of the City on _____, 2013 (the "Ordinance"), in all respects as by law required.

The City has assigned and pledged certain rights, title and interest of the City in and to certain incremental ad valorem tax revenues from the Project Area which the City is entitled to receive pursuant to the TIF Act and the Ordinance, in order to pay the principal of this Note. Reference is hereby made to the aforesaid Ordinance and the Redevelopment Agreement for a description, among others, with respect to the determination, custody and application of said revenues, the nature and extent of such security with respect to this Note and the terms and conditions under which this Note is issued and secured. This Note Is A Special Limited Obligation Of The City, And Is Payable Solely From Available Excess Incremental Taxes, And Shall Be A Valid Claim Of The Registered Owner Hereof Only Against Said Sources. This Note Shall Not Be Deemed To Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Registered Owner Of This Note Shall Not Have The Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Of This Note. The principal of this Note is subject to redemption on any date, as a whole or in part, at a redemption price of 100 percent of the principal amount thereof being redeemed. There shall be no prepayment penalty. Notice of any such redemption shall be sent by registered or certified mail not less than five days or more than 60 days prior to the date fixed for redemption to the registered owner of this Note at the address shown on the registration books of the City maintained by the Registrar or at such other address as is furnished in writing by such Registered Owner to the Registrar.

This Note is issued in fully registered form in the denomination of its outstanding principal amount. This Note may not be exchanged for a like aggregate principal amount of notes or other denominations.

This Note is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the principal office of the Registrar in Chicago, Illinois, but only in the manner and subject to the limitations provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer, a new Note of authorized denomination of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Registrar shall not be required to transfer this Note during the period beginning at the close of business on the 15th day of the month immediately prior to the maturity date of this Note nor to transfer this Note after notice calling this Note or a portion hereof for redemption has been mailed, nor during a period of five days next preceding mailing of a notice of redemption of this Note. Such transfer shall be in accordance with the form at the end of this Note.

This Note hereby authorized shall be executed and delivered as the Ordinance and the Redevelopment Agreement provide.

Pursuant to the Rosenwald Courts Redevelopment Agreement dated as of _____, 2013 among the City, Burton Rosenwald G.P. LLC, an Illinois limited liability company, and Rosenwald Courts Apartments, L.P., an Illinois limited partnership (the "Redevelopment Agreement"), the Registered Owner has agreed to construct the Project and to advance funds for the construction of certain facilities related to the Project on behalf of the City. The cost of such construction in the amount of $25,000,000 shall be deemed to be a disbursement of the proceeds of this Note.

Pursuant to Section 15.02 of the Redevelopment Agreement, the City has reserved the right to suspend or terminate payments of principal on this Note upon the occurrence of certain conditions. The City shall not be obligated to make payments under this Note if an Event of Default (as defined in the Redevelopment Agreement), or condition or event that with notice or the passage of time or both would constitute an Event of Default, has occurred. Such rights shall survive any transfer of this Note.

The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and for all other purposes and neither the City nor the Registrar shall be affected by any notice to the contrary, unless transferred in accordance with the provisions hereof.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to happen, or to be done or performed precedent to and in the issuance of this Note did exist, have happened, have been done and have been performed in regular and due form and time as required by law; that the issuance of this Note, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

In Witness Whereof, The City of Chicago, Cook County, Illinois, by its City Council, has caused its official seal to be imprinted by facsimile hereon or hereunto affixed, and has caused this Note to be signed by the duly authorized signature of the Mayor and attested by the duly authorized signature of the City Clerk of the City, all as of _____, 2013.

_____
Mayor

[Seal]

Attest:

_____
City Clerk

Certificate

Of

Authentication

This Note is described in the within mentioned Ordinance and is the Tax Increment Allocation Revenue Note (47th and King Drive Redevelopment Project) Taxable Series 2013A, of the City of Chicago, Cook County, Illinois.

_____
Comptroller

Date: _____

Registrar and Paying Agent:

Comptroller of the
City of Chicago,
Cook County, Illinois

Principal Payment Record.

Date Of Payment	Principal Payment	Principal Balance Due

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto the within Note and does hereby irrevocably constitute and appoint attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____
Registered Owner

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: _____

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Consented to by:

City of Chicago,
Department of Housing and Economic Development

By: _____

Its: _____

Certificate Of Expenditure.

(Closing Date)

To: Registered Owner

Re: City of Chicago, Cook County, Illinois (the "City")
$25,000,000 Tax Increment Allocation Revenue Note
(47th and King Drive Redevelopment Project,
Taxable Series 2013A) (the "TIF Note")

This Certificate is submitted to you, Registered Owner of the TIF Note, pursuant to the Ordinance of the City authorizing the execution of the TIF Note adopted by the City Council of the City on _____, 2013 (the "Ordinance"). All terms used herein shall have the same meaning as when used in the Ordinance.

The City hereby certifies that $_____ is advanced as principal under the TIF Note as of the date hereof. Such amount has been properly incurred, is a proper charge made or to be made in connection with the redevelopment project costs defined in the Ordinance and has not been the basis of any previous principal advance. As of the date hereof, the outstanding principal balance under the TIF Note is $_____, including the amount of this Certificate and less payment made on the TIF Note.

In Witness Whereof, The City has caused this Certificate to be signed on its behalf as of _____.

City of Chicago

By: _____
Commissioner,
Department of Housing and
Economic Development

Authenticated By:

_____
Registrar

Exhibit "E".
(To Ordinance)

Additional Financing.

1. Chicago Housing Authority ("CHA") Capital Funds Loan (The "CHA Loan").

   Amount: $17,370,000 or such amount as may be acceptable to the Authorized HED Officer.

   Term: Not to exceed 40 years plus construction period.

   Source: CHA or another entity acceptable to the Authorized HED Officer.

   Interest: 1.00 percent per annum during construction; 0.25 percent per annum during term or such interest rate as may be acceptable to the Authorized HED Officer.

   Security: Mortgage on the Property junior to the Senior Mortgage.

2. Sponsor Loans.

   Amount: $35,443,572 or such amount as may be acceptable to the Authorized HED Officer.

   Term: Not to exceed 40 years plus construction period.

   Source: Seller Financing, Incremental Taxes and IAHTC Donation Proceeds.

   Interest: 2.4 percent per annum on Seller Financing or such other interest rate acceptable to the Authorized HED Officer and 0 percent per annum on Incremental Taxes and IAHTC Proceeds (see item 5 below).

   Security: Mortgage on the Property junior to the Senior Mortgage.

3. Illinois Department Of Commerce And Economic Opportunity Grant.

   Amount: $893,800 or such amount as may be acceptable to the Authorized HED Officer; such grant may be received by the General Partner or Managing Member and then loaned, subgranted or otherwise contributed to the Owner.

4. Federal Home Loan Bank Grant.

   Amount $700,000 or such amount as may be acceptable to the Authorized HED Officer; such grant may be received by the General Partner or Managing Member and then loaned, subgranted or otherwise contributed to the Owner.

5. Low-Income Housing Tax Credit ("LIHTC"), Illinois Affordable Housing Tax Credit ("IAHTC") And Historic Tax Credit ("HTC") Proceeds.

   Amount: LIHTC Proceeds: Approximately $32,659,718 or such amount as may be acceptable to the Authorized HED Officer.

   IAHTC Proceeds: Approximately $2,805,000 or such amount as may be acceptable to the Authorized HED Officer (see item 2 above).

   HTC Proceeds: Approximately $14,600,000 or such amount as may be acceptable to the Authorized HED Officer.

   Source: To be derived from the syndication of the LIHTCs, IAHTCs and HTCs allocated to the Residential Project.

All or a portion of the LIHTC, IAHTC and/or HTC Proceeds may (1) be paid in on a delayed basis, and (2) used to repay all or a portion of the Borrower Loan and/or the CHA Loan.

6. AMA Loan.

   Amount: Such amount as may be acceptable to the Authorized HED Officer.

   Term: Such term as may be acceptable to the Authorized HED Officer.

   Source: AMA Realty Group of Illinois LLC, an Illinois limited liability company, or another entity acceptable to the Authorized HED Officer.

   Interest: Such rate as may be acceptable to the Authorized HED Officer.

   Security: Mortgage on the Property junior to the Senior Mortgage and the NSP Mortgage.

Exhibit "F".
(To Ordinance)

Legal Description Of City Property [Subject to final title and survey]:

Lot 19 in Block 4 in Winston's Subdivision of the south 34 acres of the west half of the southwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4648 South Wabash Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-318-026-0000.

Lots 15, 16 and 17 in Block 4 in Winston's Subdivision of the south 34 acres of the west half of the southwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4638 South Wabash Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-318-033-0000.

Lots 42, 43, 44, 45 and 46 in Block 6 in Winston's Subdivision of the south 34 acres of the west half of the southwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4601, 4609 and 4611 South Wabash Avenue
Chicago, Illinois 60605.

Permanent Index Numbers:

20-03-320-001-0000 (affects Lots 44, 45 and 46);

20-03-320-002-0000 (affects Lot 43); and

20-03-320-003-0000 (affects Lot 42).

REDEVELOPMENT AGREEMENT WITH VIENNA BEEF, LTD. FOR REHABILITATION OF MANUFACTURING FACILITY AT 1000 W. PERSHING RD.
[SO2013-5993]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the Commissioner of the Department of Housing and Economic Development to enter into and execute a redevelopment agreement with the Vienna Beef Company, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 January 14, 1997 and published at pages 36945 to 37308 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 "35th/Halsted Plan and Project", as amended on May 5, 2004) for the 35th/Halsted Redevelopment Project Area (the "35th/Halsted 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 January 14, 1997 and published at pages 37308 to 37315 of the *Journal* of such date, the 35th/Halsted Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on January 14, 1997 (the "35th/Halsted TIF Ordinance") and published at pages 37315 to 37323 of 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, incurred pursuant to the 35th/Halsted Plan and Project and directed that the allocation of ad valorem taxes arising from levies by taxing districts upon the taxable real property in the 35th/Halsted Area and tax rates be divided in accordance with the Act and as described in the 35th/Halsted TIF Ordinance; and

WHEREAS, Vienna Beef, Ltd., an Illinois corporation (the "Company"), plans to acquire real property located within the 35th/Halsted Area commonly known as 1000 West Pershing Road, Chicago, Illinois 60609 (the "Site") and shall commence and complete the rehabilitation of an approximately 103,445 square foot manufacturing facility on the Site to be used to relocate the Company's business manufacturing hot dogs and other food products (the "Project"); and

WHEREAS, The Company proposes to undertake the Project in accordance with the 35th/Halsted Plan and Project and pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by the Company and the City, including but not limited to the completion of the Project; and

WHEREAS, Pursuant to Resolution 13-CDC-17 adopted by the Community Development Commission of the City of Chicago (the "Commission") on June 11, 2013, the Commission has recommended that the Company be designated as the developer for the Project and that the Department of Housing and Economic Development ("HED") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Company 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. The Company is hereby designated as the developer for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner of HED (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 Company and the City in substantially the form attached hereto as Exhibit A and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary 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 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.

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

Exhibit "A".
(To Ordinance)

Redevelopment Agreement With Vienna Beef, Ltd.

This Vienna Beef Ltd. (Pershing Road) Redevelopment Agreement (this "Agreement") is made as of this ___ day of _____, 2013, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing and Economic Development ("HED"), and Vienna Beef Ltd., an Illinois corporation ("Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City 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.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on January 14, 1997: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 35th/Halsted Redevelopment Project Area," as amended on May 5, 2004; (2) "An Ordinance of the City of Chicago, Illinois Designating the 35th/Halsted Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 35th/Halsted Redevelopment Project Area" (items(1)-(3) collectively referred to herein as the "TIF Ordinances" and the redevelopment project area referred to above is referred to herein as the "Redevelopment Area"). The 35th/Halsted Redevelopment Project Area (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: The Developer has acquired (the "Acquisition") an approximately 3.6 acre redevelopment site located within the Redevelopment Area at 1000 West Pershing Road, Chicago, Illinois 60609 and legally described on Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete the renovation and equipping of an approximately 103,445 square foot vacant industrial facility (the "Facility") thereon. The Developer shall relocate its food manufacturing operations from its current facility located at 2501 North Damen Ave., Chicago, Illinois 60647 (the "Damen Property") to the Property. The Developer will continue to produce hot dogs and other food products at the Facility. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project."

At the Completion Date (as hereinafter defined) and during the Compliance Period (as hereinafter defined), the Developer also shall own or lease property within the geographic boundaries of the City of Chicago, occupy it as the principal office of the Developer's business and

designated it as the principal offices of the Developer's Officers (as hereinafter defined) (the "Corporate Headquarters"). The Corporate Headquarters either may remain at the Developer's Damen Property or may be relocated to another property purchased or leased by the Developer within the geographic boundaries of the City of Chicago.

Completion of the Project and establishment of the Corporate Headquarters will create a substantial public benefit through the retention or creation of approximately 250 FTE (as hereinafter defined) jobs during the Compliance Period. The Developer shall have a minimum of 180 FTEs employed at the Facility in manufacturing (not administrative) positions and a minimum of 70 FTEs employed at the Corporate Headquarters at the Closing Date (as hereinafter defined) and throughout the Compliance Period. Approximately 75 temporary construction jobs are anticipated to be created during the renovation of the Facility.

The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago 35th/Halsted TIF Redevelopment Plan and Project (the "Redevelopment Plan") attached hereto as Exhibit D.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, Available Incremental Taxes (as defined below), to pay for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement. The City's obligation to pay the City Funds (as defined below) shall be subordinate to other planned obligations of the City with respect to the Redevelopment Area existing as of the date of City Council approval of this Agreement, including but not limited to _____.

G. Sale of Elston Realignment Parcels. The Chicago Department of Transportation ("CDOT") is planning to improve the design of the Damen, Elston and Fullerton Avenues intersection of the City, primarily by a re-alignment of Elston Avenue. In order to implement the roadway project, the City must acquire a portion of the Damen Property. The Developer has agreed to sell a portion of the Damen Property, as identified and legally described in Exhibit A to the Real Estate Agreement (as hereinafter defined), to the City (the "Elston Realignment Parcels").

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:

"35th/Halsted TIF 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.

"Act" shall have the meaning set forth in the Recitals hereof.

"Actual residents of the City" shall mean persons domiciled within the City.

"Acquisition" shall have the meaning set forth in the Recitals hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Annual Compliance Report" shall mean a signed report from the Developer to the City submitted (1) for the period between the Completion Date and December 31 of the year in which the Certificate was issued by the March 31 of the following year and (2) for each year of the fifteen-year Compliance Period on or before the March 31 following the applicable compliance year (a) itemizing each of the Developer's obligations under this Agreement during the preceding compliance year, (b) certifying the Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that the Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the employment, occupancy and use covenants (Section 8.05); (2) delivery of certified Financial Statements and unaudited financial statements (Section 8.13); (3) delivery of updated insurance certificates (Section 8.14); (4) delivery of certified employment reports for the Project; (5) delivery of certified occupancy reports for the Project; (6) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15; and (7) compliance with all other executory provisions of this Agreement.

"Available Incremental Taxes" shall mean an amount equal to the Incremental Taxes currently on deposit in the 35th/Halsted TIF Fund on the Closing Date, subject to the limitations set forth in Recital F above.

"Available Project Funds" shall have the meaning set forth for such term in Section 4.08 hereof.

"Certificate" shall mean the Certificate of Completion of Renovation and Equipping described in Section 7.01 hereof.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Contract" shall have the meaning set forth in Section 8.01(l) hereof.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean the funds paid to the Developer at Closing, pursuant to Section 4.03, hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, 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 the Certificate described in Section 7.01 hereof.

"Compliance Period" shall mean the period beginning on the Completion Date and continuing until December 31 of the fifteenth full calendar year following the issuance of the Certificate.

"Contract" shall have the meaning set forth in Section 10.03 hereof.

"Contractor" shall have the meaning set forth in Section 10.03 hereof.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as Exhibit E, to be entered into between the Developer and the General Contractor providing for construction of the Project.

"Corporate Headquarters" shall have the meaning set forth in the Recitals hereof.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Damen Property" shall have the meaning set forth in the Recitals hereof.

"Elston Realignment Parcels" shall have the meaning set forth in the Recitals hereof.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"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, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.03(b) (Sources of City Funds) or Section 4.06 (Cost Overruns).

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the City, the Title Company (or an affiliate of the Title Company), the Developer and the Developer's lender(s), substantially in the form of Exhibit J attached hereto.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Facility" shall have the meaning set forth in the Recitals hereof.

"Facility Equipment" shall mean (1) Powerpack – FS- Dies; (2) Drake Loader rebuild; and (3) miscellaneous equipment for packing room.

"Financial Interest" shall have the meaning set forth for such term in Section2-156-010 of the Municipal Code of Chicago.

"Financial Statements" shall mean complete audited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"FTE" shall mean the following: (1) at the Completion Date, in order to determine whether the Certificate should be issued in accordance with Section 7.01 hereof, and the period between the Completion Date and the start of the first year of the Compliance Period, an employee who works for the Developer at the Property a minimum of 35 hours per week; or (2) for every successive 12-month period thereafter until the end of the Compliance Period, an employee who worked for the Developer at the Property for a minimum of 1,820 annual hours, with the calculation of the number of full-time equivalent employees being made by dividing the total hours worked for the Developer at the Facility (including part-time employees) during the applicable 12-month period by 1,820 hours.

"General Contractor" shall mean the general contractor(s) hired by the Developer pursuant to Section 6.01 hereof.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Human Rights Ordinance" shall have the meaning set forth in Section 10 hereof.

"In Balance" shall have the meaning set forth in Section 4.08(g) hereof.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF 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 35th/Halsted TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Indemnitee" and "Indemnitees" shall have the meanings set forth in Section 13.01 hereof.

"Junior Mortgage" shall have the meaning set for in Section 7.05 hereof.

"Lender Financing" shall mean funds borrowed by the Developer from lenders and irrevocably available to pay for Costs of the Project, in the amount set forth in Section 4.01 hereof.

"Letter of Credit" shall mean the initial irrevocable, direct pay Letter of Credit naming the City as the sole beneficiary for One Million Three Hundred Sixty Thousand Dollars ($1,360,000)

delivered to the City pursuant to Sections 4.03 (b) and 4.07 hereof, and, unless the context or use indicates another or different meaning or intent, any substitute Letter of Credit delivered to the City, in form and substance satisfactory to the City in its sole and absolute discretion, and any extensions thereof.

"MBE(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.

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit G-2, as described in Section 10.03.

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"New Mortgage" shall have the meaning set forth in Article 16 hereof.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"Officers" shall mean the Developer's chief executive officer, chief financial officer, and senior officer-level employees performing the primary executive and financial functions for the Developer.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit F hereto.

"Permitted Mortgage" shall have the meaning set forth in Article 16 hereof.

"Planned Manufacturing District" shall mean Planned Manufacturing District (PMD) No. 8.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit G-1, showing the total cost of the Project by line item, furnished by the Developer to HED, in accordance with Section 3.03 hereof.

"Property" shall have the meaning set forth in the Recitals hereof.

"Real Estate Agreement" shall mean that certain agreement between the City and the Developer executed as of August 8, 2013 providing, *inter alia*, for the sale of the Elston Realignment Parcels to the City by the Developer.

"Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

"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.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

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

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending 180 days following the end of the Compliance Period

"TIF Adoption Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF-Funded Improvements" shall mean those improvements 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. Exhibit C lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Title Company" shall mean Wheatland Title Guaranty Company. [Developer to Confirm]

"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.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

"WBE(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, related to the Procurement Program or the Construction Program, as applicable.

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, the Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence renovation no later than ninety (90) calendar days following the Closing Date; and (ii) complete renovation and equipping of the Facility and commence business operations therein no later than June 30, 2015. HED must be notified in writing of and approve any delays to the above Project construction dates.

3.02 Scope Drawings and Plans and Specifications. The Scope Drawings and Plans and Specifications shall at all times conform to the Redevelopment Plan and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Project Budget. The Developer has furnished to HED, and HED has approved, a Project Budget showing total costs for the Project of Thirteen Million Seven Hundred Fifty-Eight Thousand Three Hundred Seventy-Six Dollars ($13,758,376). The Developer hereby certifies to the City that (a) in addition to the City Funds it has Lender Financing and Equity 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 shall promptly deliver to HED certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by the Developer to HED concurrently with the progress reports described in Section 3.07 hereof; provided that any Change Order relating to any of the following must be submitted by the Developer to HED for HED's prior written approval: (a) an increase or reduction in the square footage of the Facility of more than 5%; (b) a change in the use of the Property to a use other than the Project description contained in Recital D above; (c) a delay in the commencement and completion of the Project of more than 180 days; and (d) Change Orders resulting in an increase or decrease to any line item in the Project Budget or the Project Budget in aggregate of 10% or more.

The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of HED's written approval (to the extent required in this section). **The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect.** An approved Change Order 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.

3.05 HED Approval. Any approval granted by HED of the Change Orders 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 HED pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any HED approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of

Section 5.03 (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. The Developer shall provide HED with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring HED's written approval pursuant to Section 3.04). The progress reports shall also include duplicates of applicable support documentation verifying the receipt and disbursement of overall Project funds, including but not limited to, invoices, canceled checks, partial and final waivers-of-lien, and other documentation that may be requested in HED's reasonable discretion.

3.08 Inspecting Agent or Architect. Siebert Engineers, Inc., or another independent agent or architect approved by HED, shall act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to HED, prior to disbursement for costs related to the Project.

3.09 Barricades. Prior to commencing any construction 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. HED retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be $13,758,376, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Developer Equity	$	5,775,000
Lender Financing	$	3,013,376
City Funds	$	4,970,000
ESTIMATED TOTAL	$	13,758,376

provided, however, that if the actual total project costs upon completion of the Project are less than the estimated total Project costs itemized in the Project Budget at Exhibit H-1 then the total amount of City Funds will be reduced by $.50 for every $1.00 the actualProject costs is below the Project Budget. If the City Funds are reduced pursuant to this section, the Developer shall promptly repay such funds to the City.

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to HED evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide the City Funds to the Developer on the Closing Date from the source and in the amount described directly below (the "City Funds") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements:

Source of City Funds	Maximum Amount
Available Incremental Taxes	$4,970,000

provided, however, that the $4,970,000 to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

(i) The amount of the Incremental Taxes deposited into the 35th/Halsted TIF Fund shall be sufficient to pay for such costs; and

(ii) The Developer certifies to the City (and the City approves such certification) that it has paid for at least $4,970,000 in TIF-eligible costs on or prior to the Closing Date.

The Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of $4,970,000 is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above.

4.04 Construction Escrow. The City and the Developer hereby agree to enter into the Escrow Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control. The City shall make best efforts to deposit the City Funds into the Escrow account on the Closing Date. All Escrow fees shall be paid by the Developer.

(a) Disbursements. All disbursements of City Funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement. No disbursement of City Funds shall be made for any costs unless certified by HED that the costs are for TIF-Funded Improvements. The Developer shall limit the number of draw requests tothree (3) or fewer.

(b) MBE/WBE Requirements. After fully expending the Equity, the Developer shall be permitted to make three draw requests from the City Funds. Except for the first draw request, all disbursements from the Escrow shall be approved by HED to ensure continuing compliance with the

City's MBE/WBE requirements. The first draw request shall not exceed $1,000,000. The second and third draw requests shall be approximately $1,985,000 each upon showing compliance (as to the expenditure each time of a minimum of $1,985,000 in Hard Construction Costs and Soft Costs as reflected in Exhibit G-2) with the City's MBE/WBE requirements at the time of each draw request; provided, however, that once Developer has (1) expended at least $4,970,000 in Hard Construction Costs and Soft Costs (as certified by HED) and (2) has fully complied with the MBE/WBE Budget attached as Exhibit G-2, then the Developer may request reimbursement of all remaining City Funds.

(c) City residency and prevailing wage requirements. HED will review Developer's compliance with the prevailing wage and City residency requirements before the issuance of the Certificate. If the Developer is not in compliance with these requirements at the time, the Developer shall be required to take such actions necessary, including making all required payments, in order to come into compliance before the Certificate may be issued.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to HED and approved by HED as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). HED shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit H hereto sets forth the prior expenditures approved by HED as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of HED, being prohibited; provided, however, that the total amount of expenditures related to TIF-Funded Improvements shall not be less than $4,970,000.

(c) Allocation of Costs With Respect To Sources of Funds.

(i) Disbursement of Equity. Each amount paid pursuant to this Agreement, whether for TIF-Funded Improvements or otherwise, shall be charged firstto Equity.

(ii) Disbursement of City Funds. After there is no Equity remaining, each amount paid pursuant to this Agreement shall be charged to City Funds, to be used to reimburse the Developer for its previous payment for TIF-Funded Improvements, subject to the limitations set forth in Section 4.04 of this Agreement.

(iii) Disbursement of Lender Financing. After there is no Equity remaining, the Developer may use Lender Financing at any time to pay for any Project costs, whether for TIF-Funded Improvements or otherwise.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section 4.03 hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the

City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Issuance of Letter of Credit. Prior to the Developer's first request to draw City Funds from the Escrow account, or at such other time approved by HED, the Developer will post an unconditional, irrevocable Letter of Credit from an issuer acceptable to HED in its sole discretion in the amount of One Million Three Hundred Sixty Thousand Dollars ($1,360,000). The Letter of Credit will be renewed and maintained until the Developer (1) has received the Certificate and (2) provides evidence acceptable to HED that it has expended a minimum of One Million Three Hundred Sixty Thousand Dollars ($1,360,000) toward purchasing and installing the Facility Equipment and/or toward the following line items in the Project Budget in Exhibit G-1: (a) "Refrigeration Improvements"; (b) "Fire Sprinkler Install to existing building"; (c) "Purchase and Install Roll Racking"; and (d) "Purchase and Install Palletizing Conveyor." Prior to issuance, the Developer shall deliver the proposed Letter of Credit to HED for HED's approval, in its sole and absolute discretion, of its form and substance and of the identity of the issuer.

4.08 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, the Developer shall submit documentation regarding the applicable expenditures to HED, which shall be satisfactory to HED in its sole discretion. Delivery by the Developer to HED of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the Acquisition or the actual amount payable to the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees;

(b) all amounts shown as previous payments on the current disbursement request have been paid to the parties entitled to such payment;

(c) the Developer has approved all work and materials for the current disbursement request, and such work and materials conform to the Plans and Specifications;

(d) the representations and warranties contained in this Redevelopment Agreement are true and correct and the Developer is in compliance with all covenants contained herein;

(e) the Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

(f) 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;and

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii) the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by the Developer pursuant to this Agreement. The Developer hereby agrees that, if the Project is not In Balance, the Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an

amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made

The City shall have the right, in its discretion, to require the Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Developer. In addition, the Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and/or the Escrow Agreement.

4.09 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. The City Funds are subject to being reimbursed as provided in Section 15 hereof.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. The Developer has submitted to HED, and HED has approved, a Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02 Scope Drawings and Plans and Specifications. The Developer has submitted the Scope Drawings and Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

5.03 Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or localstatute, ordinance or regulation and has submitted evidence thereof to HED.

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement, including, but not limited, to a final loan agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufficient (along with other sources set forth inSection 4.01) to complete the Project. The Developer has delivered to HED a copy of the construction escrow agreement, if any, entered into by the Developer regarding the Lender Financing. Any liens against the Property in existence at the Closing Date have been subordinated to the covenants set forth in Sections 8.02, 8.06 and 8.19 pursuant to a subordination agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, the Developer has 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. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit F hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such

endorsements as shall 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. The Developer has provided to HED, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to HED's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Title. The Developer, at its own expense, has provided the City with searches under the Developer's name as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC 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
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. The Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. The Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to HED.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit I, with such changes as required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit I hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to HED in its sole discretion of the Prior Expenditures in accordance with the provisions of Section 4.05(a) hereof.

5.11 Financial Statements. The Developer has provided Financial Statements to HED for its three most recent fiscal years (if applicable), and audited or unaudited interim financial statements. This requirement shall also apply to any publicly-traded entities with an ownership interest in the Project.

5.12 Environmental. The Developer has provided HED with copies of any phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property, if any, required by any lender. If such audit(s) have been completed,

the Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles of Organization 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 all other states in which the Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; operating agreement; written consent of the members; and such other documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation. The Developer has provided to Corporation Counsel and HED, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

5.16 Certification of TIF-Eligible Expenses. The Developer has provided such documentation as HED may require that Developer has incurred TIF-eligible expenses of at least $4,970,000, and HED has approved such documentation.

5.17 Sale of Elston Realignment Parcels. The Developer has sold the Elston Realignment Parcels to the City, pursuant to the terms stated in the Real Estate Agreement.

5.18 Letter of Credit. The Developer has provided evidence acceptable to HED that the Letter of Credit required by Sections 4.07 and 7.04 of this Agreement will be available for issuance prior to the Developer's first request to draw City Funds from the Escrow account.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 General Contractor and Subcontractors. The General Contractor and all subcontractors shall be qualified contractors who are eligible to do business with the City. The Developer shall submit copies of the Construction Contract to HED in accordance with Section 6.02 below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to HED within five (5) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by HED and all requisite permits have been obtained.

6.02 Construction Contract. Prior to the execution thereof, the Developer shall deliver to HED a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for HED's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by the Developer, the General Contractor and any other parties thereto, the Developer shall deliver to HED and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project in the public way, the Developer shall require that the contractor performing the work in the

public way be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to HED. The City shall be named as obligee or coobligee on any such bonds.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisionsof Section 10 hereof.

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement), Section 10.03 (MBE/WBE Requirements, as applicable), Section 12 (Insurance) and Section 14.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to HED within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION AND EQUIPPING

7.01 Certificate of Completion Of Renovation and Equipping. Upon completion of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, HED shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. HED shall respond to the Developer's written request for a Certificate within forty-five (45) days following written Developer request for same by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed in accordance with this Agreement, and the measures which must be taken by the Developer in order to obtain the Certificate. In accordance with this Agreement, the Developer may resubmit a written request for a Certificate upon completion of such measures. However, Developer acknowledges and understands that the City is not obligated to issue a Certificate of Completion until the following conditions have been met:

(a) the Developer has notified the City in writing that the Project has been completed as it is defined in this Agreement by the date set forth in Section 3.01;

(b) verification in writing by the City's Monitoring and Compliance Unit that the developer is in full and complete compliance with the City's MBE/WBE, City residency and prevailing wage requirements;

(c) the Developer has satisfied all environmental requirements with respect to the matters described in **Section 11** of this Agreement;

(d) the Developer is operating the Facility and has a minimum of 180 FTEs employed at the Facility in manufacturing positions (not administrative) by the date set forth in Section 3.01; and

(e) the Developer is operating the Corporate Headquarters and has a minimum of 70 FTEs employed, including the Officers, at the Corporate Headquarters by the date set forth in Section 3.01; and

(f) the Developer provides evidence acceptable to HED that it has expended a minimum of One Million Three Hundred Sixty Thousand Dollars ($1,360,000) toward purchasing and installing the Facility Equipment and/or toward the following line items in the Project Budget in Exhibit G-1: (a)

"Refrigeration Improvements"; (b) "Fire Sprinkler Install to existing building"; (c) "Purchase and Install Roll Racking"; and (d) "Purchase and Install Palletizing Conveyor."

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligation to complete such activities have been satisfied. After the issuance of a Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and 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, 8.06 and 8.19 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilities hereunder.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursementof City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant toSection 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer.

7.04 Drawing on Letter of Credit; Termination of the Letter of Credit. The Letter of Credit will be issued prior to the Developer's first request to draw City Funds from the Escrow account and renewed and maintained until the Developer (1) has received the Certificate and (2) provides evidence acceptable to HED that it has expended a minimum of One Million Three Hundred Sixty Thousand Dollars ($1,360,000) toward purchasing and installing the Facility Equipment and/or toward the following line items in the Project Budget in Exhibit G-1: (a) "Refrigeration Improvements"; (b) "Fire Sprinkler Install to existing building"; (c) "Purchase and Install Roll Racking"; and (d) "Purchase and Install Palletizing Conveyor." The City shall be entitled to draw on the Letter of Credit if the Developer fails to receive the Certificate on or before the completion date stated in Section 3.01 of this Agreement.

7.05 Recording of Mortgage. Upon issuance of the Certificate, the Developer will provide the City with additional security for its obligations under this Agreement in the form of a subordinated mortgage of the Property to the City, as mortgagee, which mortgage shall have a term expiring 180 days following the end of the Compliance Period (the "Junior Mortgage"). The Junior Mortgage will be subordinate to all security provided for existing and later-obtained senior debt and other sources of private Project financing. The Developer shall be responsible for the recording of the Junior Mortgage, including all fees or other costs associated with the recording.

7.06 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, HED 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 an Illinois corporation duly organized, validly existing, qualified to do business 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 bythe Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its Articles of Incorporation or bylaws, 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 whichthe Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant toSection 8.15 hereof);

(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 to conduct its business and to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer since the date of the Developer's most recent Financial Statements;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of HED: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property other than leases to Project tenants (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(k) the Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of HED, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

(l) 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; and

(m) 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 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 dobusiness 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 share ownership, a trust, a contact or otherwise.

8.02 Covenant to Redevelop. Upon HED's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and the Developer's receipt of all required building permits and governmental approvals and the City Funds, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The

covenants set forth in this Section shall run withthe land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03 Redevelopment Plan and Planned Manufacturing District. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan and the Planned Manufacturing District.

8.04 Use of City Funds. City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

8.05 Employment; Occupancy; Permitted Uses

(a) The Developer shall maintain a minimum total of 250 FTEs at the Facility and Corporate Headquarters on the Completion Date and for each year of the Compliance Period,as follows: (1) an average minimum number of manufacturing (not administrative) FTEs at the Facility of not less than 180 FTEs and (2) an average minimum number of FTEs at the Corporate Headquarters of not less than 70. The Developer shall cause the Property, Facility and Corporate Headquarters to be used as defined in this Agreement and in accordance with the Redevelopment Plan for the entire Compliance Period. Further, the Developer covenants and agrees that it, or a successor approved by the City, will operate the Facility for the entire Compliance Period. The Developer covenants and agrees it will not sell or transfer the Property and/or the Facility or the ownership interests of the Developer without the prior written consent of the City, except to an entity wholly owned by the Developer.

(b) Evidence of compliance with this Section 8.05 shall be included in the Annual Compliance Report required by Section 8.06. The covenants contained in this Section 8.05 shall run with the land and be binding upon any transferee for the Compliance Period. Failure to meet the foregoing FTE levels or operating and use requirements shall be an Event of Default under this Agreement and shall require the immediate full repayment of the City Funds to the City, subject to the provisions of Section 15.02(b). Failure to file any Annual Compliance Report required by Section 8.06 by the required date shall be deemed an acknowledgement by the Developer that it did not comply with the covenants contained in this Section 8.05 for the previous compliance year; provided that the Developer may cure its failure to file the Annual Compliance Report in accordance with Section 15.03.

8.06 Annual Compliance Report. An Annual Compliance Report shall be submitted to HED by the March 31 of the year following the Completion Date covering the period between the Completion Date and December 31 of the year in which the Certificate was issued and thereafter for each full calendar year of the fifteen-year Compliance Period by the March 31 following the compliance year to which the Annual Compliance Report relates.

8.07 Employment Opportunity; Progress Reports

(a) The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof relating to the construction of the Project

(b) The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. The Progress reports shall include (unless otherwise agreed to by HED):

1) sub-contractor activity reports;
2) the General Contractor's certification concerning MBE/WBE, City residency and prevailing wage requirements;
3) contractor letters of understanding;
4) monthly utilization reports;
5) authorizations for payroll agent;
6) certified payrolls; and
7) evidence that MBE/WBE contractor associations have been informed of the Project, via written notice and meetings.

Such progress reports shall be delivered to the City on a monthly basis during construction. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to HED which shall outline, to HED's satisfaction, the manner in which the Developer shall correct any shortfall.

8.08 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to HED, from time to time, statements of its employment profile upon HED's request.

8.09 Wage Requirement. The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department") to all Project employees. 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 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 Section 8.09. The Developer shall deliver monthly reports to the City's monitoring staff during construction of the Project describing its efforts to achieve compliance with the prevailing wage rate requirements. The requirements of this Section 8.09 shall not apply to any work performed by employees of the Developer, up to a maximum of $1,045,000 in Project costs. Employees of the Developer performing work on this Project shall be paid in accordance with existing agreements between the Developer and its employees.

8.10 Arms-Length Transactions. Unless HED 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 TIF-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 HED's request, prior to any such disbursement.

8.11 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.

8.12 Disclosure of Interest. The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Propertyor any other aspect of the Project.

8.13 Financial Statements. The Developer shall obtain and provide to HED Financial Statements for the Developer's fiscal year ended 2011 and each fiscal year thereafter until the Certificate is issued pursuant to Section 7.01. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as HED may request until the Certificate is issued pursuant to Section 7.01.

8.14 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.15 Non-Governmental Charges.

(a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Propertyor Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to HED, within thirty (30) days of HED's request, official receipts from the appropriate entity, or other proof satisfactory to HED, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.15); or

(ii) at HED's sole option, to furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

8.16 Developer's Liabilities. The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material

liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify HED of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.17 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 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 on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. However, if this Agreement is not recorded first, all existing mortgages will have to be subordinated to this Agreement. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create or may create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to HED of the Developer's intent to contest or object to a Governmental Charge and, unless, at HED's sole option,

(i) the Developer shall demonstrate to HED's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any

part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to HED in such form and amounts as HED shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise HED thereof in writing, at which time HED may, but shall not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in HED's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which HED deems advisable. All sums so paid by HED, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to HED by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that for the purpose of this Agreement, the base equalized assessed value of the Property at the time that the Redevelopment Area was established was $1,157,860 (the "Base EAV")

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect.

(iii) [Reserved]

(iv) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 8.19(c).

8.20 Job Readiness Program. Prior to the Closing Date, the Developer and Contractor must meet with the Workforce Development unit of HED to discuss the Project. In addition, the Developer also shall make best efforts to facilitate meetings between the Workforce Development unit and other contractors.

8.21 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. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 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:

(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, 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) 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.

(c) 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.

(d) Each Employer, 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) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) 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.

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

10.02 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, except for expenditures occurring prior to the Closing Date, 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 50 percent 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 must meet the requirements of this Section 10.02 for all contracts entered into involving construction. These requirement shall not be waived by the City. If at least 50 percent of the total worker hours worked by persons on the site of the Project shall not be performed by actual residents of the City, then the Developer shall be assessed a fine equal to 1/20th of 1% of the percentage of shortfall of the required contract amount for City resident work hours as set forth in more detail below in this Section. This fine will be paid directly by the Developer (or the General Contractor).

The requirements of this Section 10.02 shall not apply to any work performed by employees of the Developer. The obligation to have at least 50 percent of the total worker hours worked by persons on the site of the Project be performed by actual residents of the City shall only apply to the hours worked by employees of the General Contractor and its subcontractors, if any. If any employees of the Developer are also employed by the General Contractor or any of its subcontractors, such employees shall not be included in calculating resident work hours.

"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 shall deliver monthly reports to HED during the construction of the Project describing its efforts to achieve compliance with the City residency employment requirements. 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 (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of HED 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 HED, 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 HED, 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 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 the Developer has 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 (0.0005) of the Aggregate Hard Construction Costs (as defined on Exhibit G-1) set forth in the Project budget (the product of .0005 x 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 Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03. 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 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit G-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

(1) At least 24 percent by MBEs.
(2) At least four percent by WBEs.

(b) For purposes of this Section 10.03 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" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, 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 10.03. 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 HED.

(d) The Developer shall deliver monthly 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 10.03 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, or prior to the Closing Date, whichever occurs first, 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 10.03. 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 10.03, 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 10.03 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 10.03, 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.

(h) The Developer shall meet the MBE/WBE commitment goals set forth in this Section 10.03 based on the total direct cost of construction of the Project, defined as construction hard costs plus construction related architecture and engineering costs that are included in the Project budget. Improvements constructed by lessees are not included in the MBE/WBE Budget. Prior to

commencement of construction, or prior to the execution of this Agreement, whichever is first, the Developer must have submitted to HED its construction contracts for review, and its MBE/WBE Utilization Plan, including Schedules C and D, for approval. Additionally, priorto the execution of this Agreement, the Developer must have submitted evidence acceptable to HED that the general contractor has met at least once with, if invited, and provided bid documents to, applicable MBE/WBE contractor associations.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan. Developer must provide to the City all studies and any audits performed on the Property, including any Phase I environmental report for the Property, and a reliance letter from environmental consultant. If there has been a notice from an applicable government agency regarding environmental issues at the Property, then the Developer must provide written verification from the appropriate municipal, state and/or federal environmental agency that all identified environmental issues have been resolved to such agencies' satisfaction. The City reserves the right to require, at the Developer's expense, additional environmental studies if the City determines, in its reasonable discretion, that the studies are inadequate.

Without limiting any other provisions hereof, 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 as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Affiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

(a) Prior to execution and delivery of this Agreement

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $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, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The Cityis to be named as an additional insured and loss payee/mortgagee if applicable.

(b) Construction. Prior to the construction of any portion of the Project, Developer will cause its architects, contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

(i) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than $500,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence for bodily injury, personal injury, andproperty damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, 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, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Developer must provide cause to be provided with respect to the operations that Contractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $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.

(v) All Risk /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 project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

(vi) Professional Liability

When any architects, engineers, construction managers orother 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 $ 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 Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

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.

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, the Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than $1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. 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. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee, if applicable.

(d) Other Requirements:

The Developer must furnish the City of Chicago, Department of Housing and Economic 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 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. Non-conforming 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 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.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. 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 Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that isthe result of information supplied or omitted by the Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Affiliate of Developer; or

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

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 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer 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 proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the 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 which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

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

(i) the dissolution of the Developer; or

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

(k) the sale or transfer of the Property and/or the Facility or of the ownership interests of the Developer without the prior written consent of the City, except to an entity wholly owned by the Developer; or

(i) using the Property, Facility or Project (including the erection signs) in any way not allowed by this Agreement, the Planned Manufacturing District, the City Zoning Ordinance and the Redevelopment Plan; or

(m) Failure to submit the reports required by Sections 8.06 and 8.07 of this Agreement; or

(n) during the period that the Developer is required to maintain the Letter of Credit, the Letter of Credit will expire within thirty (30) calendar days and the Developer has not delivered a substitute Letter of Credit, in form and substance satisfactory to the City in its sole and absolute discretion, within twenty (20) calendar days before the expiration date of the Letter of Credi

For purposes of Sections 15.01(i) and 15.01(j) hereof, a person with a material interest in the Developer shall be one owning in excess of twenty (20%) of the Developer's membership interests.

15.02 Remedies.

(a) General. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and the Developer are or shall be parties, place a lien on the Project in the amount of City Funds paid, and/or seek reimbursement of any City Funds paid. 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, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein and any remedies the City may have pursuant to the Junior Mortgage

(b) Specific Remedies for Failure to Comply with Section 8.05 Covenants. Failure by the Developer to comply with any of the covenants contained in Section 8.05 shall give the City the right to demand immediate and full repayment of all City Funds previously paid to the Developer. Upon the occurrence of an Event of Default under Section 8.05 and the failure by the Developer to repay the City Funds, the City may exercise any available remedies it may have pursuant to law or equity and exercising any remedies the City may have pursuant to the Junior Mortgage. An Event of Default under Section 8.05 shall not be subject to any notice requirement or cure period described in Section 15.03; provided, however, that the covenant in regard to maintaining FTE levels during the Compliance Period shall have a one-year cure period.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have

occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, 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 non-monetary 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. Notwithstanding any other provision of this Agreement to the contrary, there shall be no notice requirement or cure period with respect to the Event of Default described in Section 8.05 or in Section 15.01(n).

SECTION 16. 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 Exhibit F hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City (including any New Mortgage recorded after the issuance of theCertificate as contemplated in Section 16(c) below) is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section 18.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such

party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certificate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of HED. After issuance of the Certificate, if a mortgagee or other permitted transferee executes a subordination agreement in which it subordinates its New Mortgage to the covenants contained in Section 8.02, 8.05 and 8.19 of this Agreement, then City consent is not required for the New Mortgage.

SECTION 17. 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) telecopy, facsimile or electronic mail; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the City:	City of Chicago Department of Housing and Economic 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 Developer:	Vienna Beef Ltd. 2501 North Damen Ave. Chicago, Illinois 60647 Attention: John P. Bodman
With a Copy To:	Richard F. Klawiter, Esquire DLA Piper LLP (US) 203 North LaSalle Street, Suite 1900 Chicago, Illinois 60601-1293

Such addresses may be changed by notice to the other parties givenin the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 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 supplementExhibit D hereto without the consent of any party hereto. 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 18.01 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 obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by theDeveloper by more than ninety (90) days.

18.02 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.

18.03 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.

18.04 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.

18.05 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.

18.06 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.

18.07 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.

18.08 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.

18.09 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 thesame agreement.

18.10 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 hereinand the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the Bond Ordinance, if any, such ordinance(s) shall prevail and control.

18.12 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.

18.13 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.

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, HED or the Commissioner, or any matter is to be to the City's, HED'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, HED 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 HED in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.15 Assignment. 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. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Real Estate Provisions) and 8.21 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 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.

18.17 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.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 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 WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN 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.

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

18.21 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-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships That Create Financial Interests. 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 that creates a "Financial Interest" (as defined in Section 2-156-010 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 that creates a "Financial Interest" (as defined in Section 2-156-010 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 that creates a financial interest, 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.

18.23 Shakman Accord Provisions.

(a) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

(d) In the event of any communication to the Developer by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the Commissioner of HED. The Developer will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

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.

VIENNA BEEF LTD.,
an Illinois CORPORATION

By: _____
Name:
Its:

CITY OF CHICAGO

By:_____
Andrew J. Mooney, Commissioner
Department of Housing and Economic Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the President of VIENNA BEEF LTD., an Illinois corporation, (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 signed, sealed, and delivered said instrument, pursuant to the authority given to him by the directors of the Developer, as his 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 _____, 2013.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew J. Mooney, personally known to me to be the Commissioner of the Department of Housing and Economic 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 he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his 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 _____, 2013.

_____
Notary Public

My Commission Expires_____

[(Sub)Exhibits "A", "B", "D","E, "H" and "J" referred to in this Redevelopment Agreement with Vienna Beef, Ltd. unavailable at time of printing.]

(Sub)Exhibits "C", "F", "G-1", "G-2" and "I" referred to in this Redevelopment Agreement with Vienna Beef, Ltd. read as follows:

(Sub)Exhibit "C".
(To Redevelopment Agreement With Vienna Beef, Ltd.)

TIF-Funded Improvements.

Property Acquisition Costs	$4,970,000
TOTAL:	$4,970,000*

(Sub)Exhibit "F".
(To Redevelopment Agreement With Vienna Beef, Ltd.)

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: _____.

(Sub)Exhibit "G-1".
(To Redevelopment Agreement With Vienna Beef, Ltd.)

Project Budget.

Building Acquisition (with spial freezer)	$ 4,970,000
Hard Costs:	
Roofing	50,000

* Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed $4,970,000.

Flooring	$ 225,000
Remodeling Interior	480,000
Facade Improvement to Existing Building	250,000
Lighting	150,000
Rear Addition to Building	1,234,000
Morgan Side Addition	1,173,000
Refrigeration Improvements	875,000
Boiler Replace and Piping	450,000
Main Power Supply Improvements	600,000
Fire Sprinkler Install to Existing Building	60,000
Install and Modify Camera System and Fire Control System	150,000
Install and Modify Existing Data Lines and Phones	95,000
Chemical Water Treatment Install	80,000
Purchase and Install Roll Racking	120,000
Purchase and Install Palletizing Conveyor	320,000
Main Equipment Transfer and Setup	550,000
Insulation	100,000
Miscellaneous Improvements	300,000
Total Renovation to Existing Building -- Hard Costs:	$7,262,000

Soft Costs:

Fees and Permits	$ 21,792
Insurance Bonds	19,068

General Administration	$	5,448
Real Estate Taxes During Construction		50,000
Accounting and Legal		75,000
Architectural and Engineering		126,000
Other Professional Fees		19,068
Target Group		50,000
Moving Fees		150,000
Construction Management		100,000
Refrigeration -- Professional Fees Related PSM Update and Correction		50,000
Food Safety Professional Fees Related to SQF, OSHA and HAS		50,000
Building Security During Construction		150,000
Total Renovation to Existing Building -- Soft Costs:	$	866,376
Total Facility Equipment Costs:	$	660,000
TOTAL COSTS:		$13,758,376

(Sub)Exhibit "G-2".
(To Redevelopment Agreement With Vienna Beef, Ltd.)

MBE/WBE Budget.

Hard Construction Costs	$5,217,000
Architectural and Engineering	126,000
MBE/WBE Project Budget:	$5,343,000
MBE Total at 24% =	$1,282,320
WBE Total at 4% =	$ 213,720

(Sub)Exhibit "I".
(To Redevelopment Agreement With
Vienna Beef, Ltd.)

Opinion Of Developer's Counsel.

(To Be Retyped On The Developer's Counsel's Letterhead)

_____, _____.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as special counsel to Vienna Beef, Ltd., an Illinois corporation (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the 35th/Halsted 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) The Vienna Beef, Ltd. (Pershing Road) Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

(b) [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

(c) 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) Articles of Organization, 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) operating agreement, as amended to date, and (iv) records of all 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 limited liability company 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 as a foreign entity 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 Articles of Organization 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. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 State of 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,

DLA Piper LLP (US)

By: _____
Richard F. Klawiter, Esquire

SETTLEMENT AGREEMENT REGARDING CASE OF *RICHARD KEELER V. CITY OF CHICAGO, OFFICER JUAN CIFUENTES, OFFICER WILFREDO ROMAN, OFFICER MARK DIAZ, OFFICER ROBERTO RUIZ, OFFICER BRIAN BERKA AND OFFICER JOSEPH CEGLAREK.*

[Or2013-640]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

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: *Richard Keeler v. City of Chicago, Officer Juan Cifuentes, Officer Wilfredo Roman, Officer Mark Diaz, Officer Roberto Ruiz, Officer Brian Berka and Officer Joseph Ceglarek*, cited as 12 C 7612 in the amount of $200,000, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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: *Richard Keeler v. City of Chicago, Officer Juan Cifuentes, Officer Wilfredo Roman, Officer Mark Diaz, Officer Roberto Ruiz, Officer Brian Berka and Officer Joseph Ceglarek*, cited as 12 C 7612 in the amount of $200,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *PATTY YOUNG, DONNA SMITH AND RONDA MOONEY, INDIVIDUALLY AND ON BEHALF OF ALL PERSONS SIMILARLY SITUATED V. CITY OF CHICAGO, JOSEPH ANNUNZIO, CHERILYN HERAMB, VICTOR MORANO, TOM CARNEY, THOMAS BYRNE, TOM POWERS AND ROBERT WARE.*

[Or2013-639]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

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: *Patty Young, Donna Smith and Ronda Mooney, individually and on behalf of all persons similarly situated v. City of Chicago, Joseph Annunzio, Cherilyn Heramb, Victor Morano, Tom Carney, Thomas Byrne, Tom Powers and Robert Ware*, cited as 10 C 0989 in the amount of $560,000, 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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: *Patty Young, Donna Smith and Ronda Mooney, individually and on behalf of all persons similarly situated v. City of Chicago, Joseph Annunzio, Cherilyn Heramb, Victor Morano, Tom Carney, Thomas Byrne, Tom Powers and Robert Ware*, cited as 10 C 0989 in the amount of $560,000.

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, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration four orders 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 orders 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) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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):

Regular Orders
(Each Amount Not To Exceed $1,000.00)

[Or2013-645]

Ordered, That the City Comptroller is authorized and directed to issue payments, each in an amount not to exceed $1,000.00, 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 payments are to be drawn in favor of the proper claimants and charged to the following Account Numbers: 100-57-2005-0937; 610-57-4415-0937; 740-57-4415-0937; 100-59-2005-0937; 610-59-4415-0937; and 740-59-4415-0937.

[Regular orders printed on pages 61257 through 61553 of this *Journal*.]

Regular Orders.
(All Amounts)

[Or2013-643]

Ordered, That the City Comptroller is authorized and directed to issue payments, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other

(Continued on page 61554)

Police & Fire Regular Orders

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
Insured Name1: City Of Chicago Fire					
04/28/2003	Walz, Randall	C	00410	City Of Chicago Fire	$305.05
04/28/2003	Walz, Randall	C	00410	City Of Chicago Fire	$263.30
04/28/2003	Walz, Randall	C	00410	City Of Chicago Fire	$2.83
04/28/2003	Walz, Randall	C	00410	City Of Chicago Fire	$6.50
04/28/2003	Walz, Randall	C	00410	City Of Chicago Fire	$233.79
04/28/2003	Walz, Randall	C	00410	City Of Chicago Fire	$102.57
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$4.83
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$0.98
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$6.50
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$80.60
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$25.01
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$6.50
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$978.63
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$4.12
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$6.50
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$206.06
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$4.88
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$6.50
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$241.91
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$6.50
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$4.83
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$200.35
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$6.50
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$4.00
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$200.35
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$6.50
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$4.00
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$241.91
08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$6.50

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	WOLTOSK	8764	City Of Chicago	$641.60	
[illegible]	WOLTOSK	8764	City Of Chicago	[illegible]	
[illegible]	WOLTOSK	8764	City Of Chicago	$101.22	
[illegible]	WOLTOSK	8764	City Of Chicago	$240	
[illegible]	WOLTOSK	8764	City Of Chicago	$96.00	
[illegible]	WOLTOSK	8764	City Of Chicago	$60	
[illegible]	WOLTOSK	8764	City Of Chicago	$241.60	
[illegible]	WOLTOSK	8764	City Of Chicago	$60	
[illegible]	WOLTOSK	8764	City Of Chicago	$480	
[illegible]	WOLTOSK	8764	City Of Chicago	$2,160	
[illegible]	WOLTOSK	8764	City Of Chicago	$640	
[illegible]	WOLTOSK	8764	City Of Chicago	$480	
[illegible]	WOLTOSK	8764	City Of Chicago	$1,920	
[illegible]	WOLTOSK	8764	City Of Chicago	$600	
[illegible]	WOLTOSK	8764	City Of Chicago	$1,200	
[illegible]	WOLTOSK	8764	City Of Chicago	$480	
[illegible]	WOLTOSK	8764	City Of Chicago	$60	
[illegible]	WOLTOSK	8764	City Of Chicago	$480	
[illegible]	WOLTOSK	8764	City Of Chicago	$240	
[illegible]	WOLTOSK	8764	City Of Chicago	$60	
[illegible]	WOLTOSK	8764	City Of Chicago	$480	
[illegible]	WOLTOSK	8764	City Of Chicago	$240	
[illegible]	WOLTOSK	8764	City Of Chicago	$2,160	
[illegible]	WILSON EDWARD	[illegible]	City Of Chicago	$1,447.47	
[illegible]	WILSON EDWARD	8765	City Of Chicago	$960	
[illegible]	WILSON EDWARD	8765	City Of Chicago	$274	
[illegible]	WILSON EDWARD	[illegible]	City Of Chicago	$920.08	
[illegible]	WILSON EDWARD	8765	City Of Chicago	$600	
[illegible]	WILSON EDWARD	8765	City Of Chicago	$1,440	
[illegible]	WHITEHEAD ROCHARD	[illegible]	City Of Chicago	$1,926.17	
[illegible]	WHITEHEAD ROCHARD	[illegible]	City Of Chicago	$600	
[illegible]	WHITEHEAD ROCHARD	[illegible]	City Of Chicago	$240	
[illegible]	WHITEHEAD ROCHARD	8807	City Of Chicago	$720.81	
[illegible]	WHITEHEAD ROCHARD	8807	City Of Chicago	$600	
[illegible]	WHITEHEAD ROCHARD	8807	City Of Chicago	$480	
[illegible]	WHITE DALE	8807	City Of Chicago	$600	
[illegible]	WHITE DALE	8807	City Of Chicago	$60.10	

Payment Date	Claimant	Rank	Unit	Payee	Total Payment
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WHITE, DAVID	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WESLANDER, KENNETH	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WESLANDER, KENNETH	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	WESLANDER, KENNETH	[illegible]		City Of Chicago Fire	[illegible]

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$114.69
08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$6.50
08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$1.39
08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$35.96
08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$5.58
08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$6.50
08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$460.07
08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$8.00
09/29/2005	Venegas, Roy J	F	00457	City Of Chicago Fire	$6.50
09/29/2005	Venegas, Roy J	F	00457	City Of Chicago Fire	$301.16
08/22/2012	VOGWILL, DAVID	8801		City Of Chicago Fire	$1.20
08/22/2012	VOGWILL, DAVID	8801		City Of Chicago Fire	$649.89
08/22/2012	VOGWILL, DAVID	8801		City Of Chicago Fire	$6.50
07/16/2013	VILLANUEVA, JOSE	8801		City Of Chicago Fire	$6.50
07/16/2013	VILLANUEVA, JOSE	8801		City Of Chicago Fire	$183.63
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$156.82
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$0.80
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$6.50
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$66.25
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$2.37
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$6.50
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$118.72
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$3.20
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$6.50
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$160.28
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$3.17
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$6.50
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$6.50
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$158.55
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$3.13
02/27/2013	TWEEDT, ERIK	8750		City Of Chicago Fire	$24.98
02/27/2013	TWEEDT, ERIK	8750		City Of Chicago Fire	$151.48
02/27/2013	TWEEDT, ERIK	8750		City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	[illegible]	[illegible]	Total [illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TWEEDT ERIK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TURNER [illegible]	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	TURNER [illegible]	[illegible]		City Of Chicago Fire	[illegible]

[illegible]

Incident Date	Claimant	Rank	Unit	Insured	Total Due Paid
07 09 2013	TORRES, JUAN			City Of Chicago Fire	$[illegible]
07 20 2013	TOMAN, ANTHONY	[illegible]		City Of Chicago Fire	$24.62
07 20 2013	TOMAN, ANTHONY	[illegible]		City Of Chicago Fire	$[illegible]
07 20 2013	TOMAN, ANTHONY	[illegible]		City Of Chicago Fire	$[illegible]
04 21 2013	TAYLOR, KENNETH			City Of Chicago Fire	$[illegible]
04 21 2013	TAYLOR, KENNETH			City Of Chicago Fire	$[illegible]
04 21 2013	TAYLOR, KENNETH			City Of Chicago Fire	$[illegible]
11 30 1994	Sutton, David	M	[illegible]	City Of Chicago Fire	$[illegible]
11 30 1994	Sutton, David	M	[illegible]	City Of Chicago Fire	$[illegible]
11 30 1994	Sutton, David	M	[illegible]	City Of Chicago Fire	$[illegible]
11 30 1994	Sutton, David	M	[illegible]	City Of Chicago Fire	$[illegible]
11 30 1994	Sutton, David	M	[illegible]	City Of Chicago Fire	$[illegible]
11 30 1994	Sutton, David	M	[illegible]	City Of Chicago Fire	$[illegible]
04 10 1990	Strickler, Bernard	F	[illegible]	City Of Chicago Fire	$[illegible]
04 10 1990	Strickler, Bernard	F	[illegible]	City Of Chicago Fire	$[illegible]
04 10 1990	Strickler, Bernard	F	[illegible]	City Of Chicago Fire	$162.74
04 10 1990	Strickler, Bernard	F	[illegible]	City Of Chicago Fire	$216.69
04 10 1990	Strickler, Bernard	F	[illegible]	City Of Chicago Fire	$[illegible]
04 10 1990	Strickler, Bernard	F	[illegible]	City Of Chicago Fire	$[illegible]
04 10 1990	Strickler, Bernard	F	[illegible]	City Of Chicago Fire	$[illegible]
04 10 1990	Strickler, Bernard	F	[illegible]	City Of Chicago Fire	$423.00
04 10 1990	Strickler, Bernard	F	[illegible]	City Of Chicago Fire	$[illegible]
04 10 1990	Strickler, Bernard	F	[illegible]	City Of Chicago Fire	$[illegible]
04 10 1990	Strickler, Bernard	F	[illegible]	City Of Chicago Fire	$[illegible]
04 10 1990	Strickler, Bernard	F	[illegible]	City Of Chicago Fire	$[illegible]
04 10 1990	Strickler, Bernard	F	[illegible]	City Of Chicago Fire	$423.00
10 10 2005	Spencer, John	F	[illegible]	City Of Chicago Fire	$[illegible]
10 10 2005	Spencer, John	F	[illegible]	City Of Chicago Fire	$[illegible]
10 10 2005	Spencer, John	F	[illegible]	City Of Chicago Fire	$[illegible]
10 29 2001	Sorrentino, Nicholas		[illegible]	City Of Chicago Fire	$[illegible]
10 29 2001	Sorrentino, Nicholas	F	[illegible]	City Of Chicago Fire	$[illegible]
10 29 2001	Sorrentino, Nicholas	F	[illegible]	City Of Chicago Fire	$[illegible]
[illegible]	Sorrentino, Nicholas	F	[illegible]	City Of Chicago Fire	$[illegible]

Payment Date	Claimant	Rank	Unit #	Payee	Amount
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Fire	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Fire	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Fire	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Fire	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Fire	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Fire	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Fire	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Fire	[illegible]
[illegible]	SUSTR JAMES	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUSTR JAMES	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SUAREZ ANTONIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	[illegible]	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	[illegible]	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SOTO CARLOS	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SOTO CARLOS	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SOTO CARLOS	[illegible]		City Of Chicago Fire	[illegible]

Incident Date	Claimant	Rank	Unit	Payee	Total Payment
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	$5.12
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	$24.44
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
12/24/2012	SOTO CARLOS	5749		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMITH ROBERT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMILEY REGINALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMILEY REGINALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMILEY REGINALD	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	SMILEY REGINALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMILEY REGINALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMILEY REGINALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMILEY REGINALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMILEY REGINALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMILEY REGINALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMILEY REGINALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMILEY REGINALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMILEY REGINALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SMILEY REGINALD	[illegible]		City Of Chicago Fire	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	SIMON RONALD	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	SIMON RONALD	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	SIMON RONALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SHERIDAN JOHN	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SHERIDAN JOHN	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	SHELBY KURT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SHELBY KURT	[illegible]		City Of Chicago Fire	[illegible]

Payment Date	Claimant	[illegible]	[illegible]	Payee	Total Payments
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[illegible]	SHELBY KURT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SERRANO ROY	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SERRANO ROY	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SERRANO ROY	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	[illegible]	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SCHNOOR PATRICK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SCHNOOR PATRICK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SCHNOOR PATRICK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SCHNOOR PATRICK	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SCANLON MICHAEL	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SCANLON MICHAEL	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SCANLON MICHAEL	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SANTIAGO DANIEL	[illegible]		City Of Chicago Fire	[illegible]
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Payment Date	Claimant	Rank	Unit	Payee	Total Payment Amt
[illegible]	SANTIAGO DANIEL	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	SANTIAGO DANIEL	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	SANTIAGO DANIEL	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SANTIAGO DANIEL	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SANTIAGO DANIEL	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	SANCKI BRADLEY	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SANCKI BRADLEY	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SANCKI BRADLEY	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	SANCHEZ JR JULIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	SANCHEZ JR JULIO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	Riggs Andrew	F	[illegible]	City Of Chicago Fire	[illegible]
[illegible]	Riggs Andrew	F	[illegible]	City Of Chicago Fire	[illegible]
[illegible]	Riggs Andrew	F	[illegible]	City Of Chicago Fire	[illegible]
[illegible]	Robinson Lloyd	M	[illegible]	City Of Chicago Fire	[illegible]
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[illegible]	Rickard Jeremy	F	[illegible]	City Of Chicago Fire	[illegible]
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[illegible]	RUIZ NOEL	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	RUIZ NOEL	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROSARIO DONNA	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROSSI DON	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROSSI DON	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROSSI DON	[illegible]		City Of Chicago Fire	[illegible]

[illegible]

[illegible]

Incident Date	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ROSE DON	[illegible]		[illegible]	[illegible]
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[illegible]	ROSE DON	[illegible]		[illegible]	[illegible]
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[illegible]	ROSE DON	[illegible]		[illegible]	[illegible]
[illegible]	ROSE DON	[illegible]		[illegible]	[illegible]
[illegible]	ROSE DON	[illegible]		[illegible]	[illegible]
[illegible]	ROSE DON	[illegible]		[illegible]	[illegible]
[illegible]	ROSE DON	[illegible]		[illegible]	[illegible]
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[illegible]	ROSE DON	[illegible]		[illegible]	[illegible]
[illegible]	ROSE DON	[illegible]		[illegible]	[illegible]
[illegible]	ROSE DON	[illegible]		[illegible]	[illegible]
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[illegible]	ROLLINS LARREACE	[illegible]		[illegible]	[illegible]
[illegible]	ROLLINS LARREACE	[illegible]		[illegible]	[illegible]
[illegible]	ROLLINS LARREACE	[illegible]		[illegible]	[illegible]
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[illegible]	ROLLINS LARREACE	[illegible]		[illegible]	[illegible]
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[illegible]	ROLLINS LARREACE	[illegible]		[illegible]	[illegible]
[illegible]	ROLLINS LARREACE	[illegible]		[illegible]	[illegible]
[illegible]	RODRIGUEZ EFRAIN	[illegible]		[illegible]	[illegible]
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[illegible]	RODRIGUEZ EFRAIN	[illegible]		[illegible]	[illegible]
[illegible]	RODRIGUEZ EFRAIN	[illegible]		[illegible]	[illegible]

Invoice Date	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	RODRIGUEZ FARAN	[illegible]		[illegible]	[illegible]
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[illegible]	RODRIGUEZ FARAN	[illegible]		[illegible]	[illegible]
[illegible]	ROCHE THOMAS	[illegible]		[illegible]	[illegible]
[illegible]	ROCCASALVA ROCCO	[illegible]		[illegible]	[illegible]
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[illegible]	ROCCASALVA ROCCO	[illegible]		[illegible]	[illegible]
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[illegible]	ROCCASALVA ROCCO	[illegible]		[illegible]	[illegible]
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[illegible]	ROCCASALVA ROCCO	[illegible]		[illegible]	[illegible]
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[illegible]	ROCCASALVA ROCCO	[illegible]		[illegible]	[illegible]
[illegible]	ROCCASALVA ROCCO	[illegible]		[illegible]	[illegible]
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Payment Date	Name	Rank	Unit	Payee	Total Amount
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[illegible]	ROCCASALVA ROCCO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROCCASALVA ROCCO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROCCASALVA ROCCO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROCCASALVA ROCCO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROCCASALVA ROCCO	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	ROCCASALVA ROCCO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROCCASALVA ROCCO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROCCASALVA ROCCO	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
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Payment Date	Claimant	Rank	Unit	[illegible]	Total Payment
[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	ROBINSON DONALD	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	RICH JEFFREY	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	RICH JEFFREY	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	REYES JUAN	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	RUIZ ANTHONY	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	RUIZ ANTHONY	[illegible]		City Of Chicago Fire	[illegible]

[illegible] Date	Claimant	Rank	[illegible]	Payee	Total [illegible] Paid
[illegible]	REYES ANTHONY	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	REYES ANTHONY	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	REYES ANTHONY	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	REYES ANTHONY	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	REILLY REID			City Of Chicago Fire	[illegible]
[illegible]	REILLY REID			City Of Chicago Fire	[illegible]
[illegible]	REILLY REID			City Of Chicago Fire	[illegible]
[illegible]	REILLY REID			City Of Chicago Fire	[illegible]
[illegible]	REILLY REID			City Of Chicago Fire	[illegible]
[illegible]	REIDY DANIEL	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	REIDY DANIEL	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	RANNOCHIO STEVEN	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	RANNOCHIO STEVEN	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	RANNOCHIO STEVEN	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	RANNOCHIO STEVEN	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	RANNOCHIO STEVEN	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	RANNOCHIO STEVEN	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	RANNOCHIO STEVEN	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	RANNOCHIO STEVEN	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	RANNOCHIO STEVEN	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	RANNOCHIO STEVEN	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	RANNOCHIO STEVEN	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	RAINES CLAUDE	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	RAINES CLAUDE	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	RADDATZ TIMOTHY	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	RADDATZ TIMOTHY	[illegible]		City Of Chicago Fire	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	QUINN CHRISTOPHER	[illegible]		[illegible]	[illegible]
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[illegible]	[illegible]	F	[illegible]	[illegible]	[illegible]
[illegible]	PUGH DONALD	[illegible]		[illegible]	[illegible]
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[illegible]	[illegible]	Rank	[illegible]	[illegible]
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[illegible]	PRICE STEPHEN	[illegible]	City Of Chicago Fire	[illegible]
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[illegible]	PRAZUCH DAVID	[illegible]	City Of Chicago Fire	[illegible]
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[illegible]	PRAZUCH DAVID	[illegible]	City Of Chicago Fire	[illegible]

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10/16/2013	FRAZIER CARLO	6722	[illegible]	[illegible]	$420.00
10/16/2013	FRAZIER CARLO	6723	[illegible]	[illegible]	$0.00
10/16/2013	FRAZIER CARLO	6731	[illegible]	[illegible]	$0.00
10/16/2013	ROGERS CHRISTOPHER	6724	[illegible]	[illegible]	$0.00
10/16/2013	ROGERS CHRISTOPHER	6725	[illegible]	[illegible]	$0.00
10/16/2013	ROGERS CHRISTOPHER	6726	[illegible]	[illegible]	$209.47
10/16/2013	ROGERS CHRISTOPHER	6730	[illegible]	[illegible]	$0.00
10/16/2013	ROGERS CHRISTOPHER	6745	[illegible]	[illegible]	$0.00
10/16/2013	ROGERS JASON	6727	[illegible]	[illegible]	$0.00
10/16/2013	ROMAN ROBERT	6728	[illegible]	[illegible]	$378.00
10/16/2013	ROMAN ROBERT	6729	[illegible]	[illegible]	$0.00
10/16/2013	ROMAN ROBERT	6731	[illegible]	[illegible]	$0.00
10/16/2013	ROMAN ROBERT	6732	[illegible]	[illegible]	$0.00
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10/16/2013	ROMAN ROBERT	6734	[illegible]	[illegible]	$0.00
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10/16/2013	ROMAN ROBERT	6739	[illegible]	[illegible]	$0.00
10/16/2013	ROMAN ROBERT	6740	[illegible]	[illegible]	$0.00
10/16/2013	ROMAN ROBERT	6741	[illegible]	[illegible]	$0.00
10/16/2013	ROMAN ROBERT	6742	[illegible]	[illegible]	$0.00
10/16/2013	ROMAN ROBERT	6743	[illegible]	[illegible]	$0.00
10/16/2013	ROMAN ROBERT	6744	[illegible]	[illegible]	$0.00
10/16/2013	ROMAN ROBERT	6746	[illegible]	[illegible]	$0.00
10/16/2013	ROMAN ROBERT	6747	[illegible]	[illegible]	$0.00

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[illegible]	PINKSTON, SHERRY	[illegible]		[illegible]	[illegible]
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[illegible]	[illegible] ANDREA	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] ANDREA	[illegible]		[illegible]	[illegible]
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[illegible]	[illegible] ANDREA	[illegible]		[illegible]	[illegible]
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[illegible]	PHILLIPS, LEROY	[illegible]		[illegible]	[illegible]
[illegible]	PHILLIPS, LEROY	[illegible]		[illegible]	[illegible]
[illegible]	PHILLIPS, LEROY	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI, CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI, CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI, CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI, CHARLES	[illegible]		[illegible]	[illegible]

[illegible]

[illegible] Date	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
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[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
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[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
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[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
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[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]

[illegible] Date	Claimant	Bank		[illegible]	Total [illegible] Paid
[illegible]	PETRUZZI CHARLES	[illegible]		[illegible]	[illegible]
[illegible]	PETERSON ERIC	[illegible]		[illegible]	[illegible]
[illegible]	PETERSON ERIC	[illegible]		[illegible]	[illegible]
[illegible]	PETERSON ERIC	[illegible]		[illegible]	[illegible]
[illegible]	PETERS KEVIN	[illegible]		[illegible]	[illegible]
[illegible]	PETERS KEVIN	[illegible]		[illegible]	[illegible]
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[illegible]	PEACE BRUCE	[illegible]		[illegible]	[illegible]
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[illegible]	PEACE BRUCE	[illegible]		[illegible]	[illegible]
[illegible]	PEACE BRUCE	[illegible]		[illegible]	[illegible]
[illegible]	PEACE BRUCE	[illegible]		[illegible]	[illegible]

[illegible]

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/07/2013	PEACE, BRUCE	8811		City Of Chicago Fire	$6.50
07/07/2013	PEACE, BRUCE	8811		City Of Chicago Fire	$569.46
07/07/2013	PEACE, BRUCE	8811		City Of Chicago Fire	$0.80
07/07/2013	PEACE, BRUCE	8811		City Of Chicago Fire	$6.50
07/07/2013	PEACE, BRUCE	8811		City Of Chicago Fire	$66.25
07/07/2013	PEACE, BRUCE	8811		City Of Chicago Fire	$0.80
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07/07/2013	PEACE, BRUCE	8811		City Of Chicago Fire	$66.50
07/07/2013	PEACE, BRUCE	8811		City Of Chicago Fire	$1.39
09/05/2013	PATTON, JOHN	8731		City Of Chicago Fire	$6.50
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04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$4.12
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$6.50
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$206.06
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$4.12
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$6.50
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$206.06
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$6.50
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$226.88
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$4.12
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$6.50
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$206.06
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$4.12
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$6.50
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$206.06
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$4.12
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$6.50
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$206.06
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$4.16
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$6.50
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$207.78

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Payment Date	Payment Amount	Payee	Check #	Payment Description	Payment Comment
07/31/2013	O'CONNOR JAMES	5731		City Of Chicago Fire	$179.23
07/03/2013	O'BRIEN GARY	8731		City Of Chicago Fire	$5.50
07/30/2013	O'BRIEN GARY	9731		City Of Chicago Fire	$457.99
07/01/2013	NUNEZ JUAN	9501		City Of Chicago Fire	$6.50
07/01/2013	NUNEZ JUAN	9501		City Of Chicago Fire	$37.17
07/15/2013	NUNEZ JUAN	8331		City Of Chicago Fire	$1.10
07/15/2013	NUNEZ JUAN	8501		City Of Chicago Fire	$3.10
07/01/2013	NUNEZ JUAN	9331		City Of Chicago Fire	$1.92
06/24/2013	NORWOOD JOHN	8731		City Of Chicago Fire	$82.41
06/24/2013	NORWOOD JOHN	8731		City Of Chicago Fire	$4.50
06/24/2013	NORWOOD JOHN	8731		City Of Chicago Fire	$471.57
12/26/2013	NAVARRO JR DAVID			City Of Chicago Fire	$6.10
12/26/2013	NAVARRO JR DAVID			City Of Chicago Fire	$6.10
11/27/2014	Mustard Tina	A	11378	City Of Chicago Fire	$426.13
10/25/2012	Murphy Kathleen	W	11199	City Of Chicago Fire	$104.97
10/25/2012	Murphy Kathleen	W	11199	City Of Chicago Fire	$6.50
05/31/1995	Monahan Patrick	E	11432	City Of Chicago Fire	$14.97
11/30/1995	Monahan Patrick	E	11432	City Of Chicago Fire	$1.50
05/31/1995	Monahan Patrick	E	11432	City Of Chicago Fire	$1.50
06/26/1999	Monahan James P	A	11432	City Of Chicago Fire	$42.00
06/26/1999	Monahan James P	A	11432	City Of Chicago Fire	$14.10
03/31/2014	Mooney Michael	T	11514	City Of Chicago Fire	$7.01
03/31/2014	Mooney Michael	C	11514	City Of Chicago Fire	$6.10
03/31/2014	Mooney Michael	T	11514	City Of Chicago Fire	$7.01
12/15/2001	Mohr Brooke	L	11516	City Of Chicago Fire	$40.20
12/15/2001	Mohr, Brooke	L	11516	City Of Chicago Fire	$230.97
12/15/2001	Mohr Brooke	L	11516	City Of Chicago Fire	$67.01
12/15/2001	Mohr Brooke	L	11516	City Of Chicago Fire	$10.40
12/15/2001	Mohr Brooke	L	11516	City Of Chicago Fire	$236.11
12/15/2001	Mohr Brooke	L	11516	City Of Chicago Fire	$174.27
12/15/2001	Mohr Brooke	L	11516	City Of Chicago Fire	$9.50
12/15/2001	Mohr Brooke	L	11516	City Of Chicago Fire	$8.50
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[illegible]	MENDEZ [illegible]	[illegible]		[illegible]	[illegible]
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[illegible]	MCKAY LEE ANN	[illegible]		[illegible]	[illegible]
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Payment Date	Claimant	Rank		Payee	Total Amount
[illegible]	MC SHANE SCOTT	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	MC SHANE SCOTT	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	MC NEEL BARRY	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	MC MANUS MATTHEW	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	MATKOVICH JAMES	[illegible]		[illegible]	[illegible]
[illegible]	MATKOVICH JAMES	[illegible]		[illegible]	[illegible]
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Payment Date	Claimant	Rank	Unit	Payee	Total Amount
[illegible] 2013	MATKOVICH JAMES	[illegible]		City Of Chicago Fire	[illegible]
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[illegible]	MATKOVICH JAMES	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	MATKOVICH JAMES	[illegible]		City Of Chicago Fire	[illegible]
[illegible] 2013	MATKOVICH JAMES	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	MATKOVICH JAMES	[illegible]		City Of Chicago Fire	[illegible]
[illegible]	MATKOVICH JAMES	[illegible]		City Of Chicago Fire	[illegible]
[illegible] 2013	MATKOVICH JAMES	[illegible]		City Of Chicago Fire	$102.53
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[illegible] 2013	MARTINEZ RICHARD	[illegible]		City Of Chicago Fire	[illegible]

[illegible] Date	Claimant	Rank	[illegible]	[illegible]	Total [illegible]
[illegible]	MARTINEZ RICHARD	[illegible]		[illegible]	[illegible]
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[illegible]	MARTINEZ RICHARD	[illegible]		[illegible]	[illegible]
[illegible]	MARTINEZ ISRAEL	[illegible]		[illegible]	[illegible]
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Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/09/2008	LESCH, ROBERT			City Of Chicago Fire	$6.50
12/09/2008	LESCH, ROBERT			City Of Chicago Fire	$67.94
12/09/2008	LESCH, ROBERT			City Of Chicago Fire	$47.18
07/29/2013	LEONARD, THOMAS	8811		City Of Chicago Fire	$1.32
07/29/2013	LEONARD, THOMAS	8811		City Of Chicago Fire	$6.50
07/29/2013	LEONARD, THOMAS	8811		City Of Chicago Fire	$32.56
11/19/2011	LEHNER, JOHN	8811		City Of Chicago Fire	$257.40
02/04/2013	LEE, JESSE	8731		City Of Chicago Fire	$167.58
02/04/2013	LEE, JESSE	8731		City Of Chicago Fire	$6.50
07/22/2013	KREIMES, JUSTIN	8801		City Of Chicago Fire	$6.50
07/22/2013	KREIMES, JUSTIN	8801		City Of Chicago Fire	$6.50
10/12/2011	KRAWCZYK, FRANK	8728		City Of Chicago Fire	$129.36
10/12/2011	KRAWCZYK, FRANK	8728		City Of Chicago Fire	$71.42
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$2.09
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$6.50
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$172.36
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$96.69
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$1.12
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$6.50
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$599.04
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$6.50
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$23.60
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$6.50
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$69.74
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$6.50
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$636.76
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$6.50
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$238.61
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$3.68
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$6.50
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$90.62
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$1.23
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$6.50

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[illegible]	KING ANTHONY	[illegible]		[illegible]	[illegible]
[illegible]	KELLY JOSEPH	[illegible]		[illegible]	[illegible]
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[illegible]	KELLY JOSEPH	[illegible]		[illegible]	[illegible]
[illegible]	KELLY JOSEPH	[illegible]		[illegible]	[illegible]
[illegible]	KELLY JOSEPH	[illegible]		[illegible]	[illegible]
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09/30/2013	JOHNSON FOR SENATE	8811		Disbursement	$450
09/30/2013	JOHNSON FOR SENATE	88		Disbursement	$450
09/30/2013	JOHNSON FOR SENATE	881		Disbursement	$450
09/30/2013	JEZEBEL MCNABB	8816		Disbursement	$450
09/30/2013	JAMES MCNABB	8817		Disbursement	$450
09/30/2013	JAMES MCNABB	8818		Disbursement	$2,000
09/30/2013	JAMES MCNABB	8819		Disbursement	$450
09/30/2013	JAMES MCNABB	8820		Disbursement	$1,000
09/30/2013	JAMES MCNABB	8821		Disbursement	$450
09/30/2013	JAMES MCNABB	8822		Disbursement	$450
09/30/2013	RAING ANDREA	8823		Disbursement	$500
09/30/2013	RAING ANDREA	8824		Disbursement	$1,000
09/30/2013	RAING ANDREA	8825		Disbursement	$250.00
09/30/2013	RAING ANDREA	8826		Disbursement	$450
09/30/2013	RAING ANDREA	8827		Disbursement	$2,000
09/30/2013	RAING ANDREA	8828		Disbursement	$450
09/30/2013	RAING ANDREA	8829		Disbursement	$450
09/30/2013	RAING ANDREA	8830		Disbursement	$450
09/30/2013	RELAND JAMES	8831		Disbursement	$450
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09/30/2013	VENING DAV			Disbursement	$450
09/30/2013	[illegible]	9	9/30/13	Disbursement	$450.00
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09/30/2013	Hatter Sean	8	9/30/13	Disbursement	$1,000
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09/30/2013	Hatter Sean	8	9/30/13	Disbursement	$850
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09/30/2013	Hatter Sean	8	9/30/13	Disbursement	$450
09/30/2013	Hatter Sean	8	9/30/13	Disbursement	$1,000
09/30/2013	Hatter Sean	8	9/30/13	Disbursement	$450

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Payment Date	Claimant	Rank	Unit	Payor	Total to be Paid
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[illegible]	GRAVES KEVIN	[illegible]	[illegible]	[illegible]
[illegible]	GRAHAM CHARLES	[illegible]	[illegible]	[illegible]
[illegible]	GRAHAM CHARLES	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]
[illegible]	GRABOASK STEPHEN	[illegible]	[illegible]	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10/04/2013	GRABOWSKI STEPHEN	8972	[illegible]	$1.37
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10/07/2013	GRABER JOHN	8973	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8974	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8975	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8976	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8977	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8978	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8979	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8980	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8981	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8982	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8983	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8984	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8985	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8986	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8987	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8988	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8989	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8990	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8991	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8992	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8993	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8994	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8995	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8996	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8997	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8998	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	8999	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9000	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9001	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9002	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9003	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9004	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9005	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9006	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9007	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9008	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9009	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9010	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9011	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9012	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9013	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9014	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9015	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9016	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9017	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9018	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9019	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9020	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9021	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9022	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9023	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9024	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9025	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9026	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9027	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9028	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9029	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9030	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9031	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9032	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9033	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9034	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9035	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9036	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9037	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9038	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9039	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9040	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9041	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9042	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9043	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9044	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9045	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9046	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9047	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9048	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9049	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9050	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9051	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9052	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9053	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9054	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9055	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9056	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9057	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9058	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9059	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9060	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9061	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9062	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9063	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9064	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9065	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9066	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9067	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9068	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9069	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9070	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9071	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9072	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9073	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9074	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9075	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9076	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9077	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9078	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9079	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9080	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9081	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9082	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9083	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9084	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9085	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9086	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9087	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9088	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9089	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9090	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9091	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9092	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9093	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9094	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9095	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9096	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9097	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9098	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9099	[illegible]	$[illegible]
10/15/2013	GRABER JOHN	9100	[illegible]	$[illegible]

Incident Date	Claimant	Rank	Unit	Insured	Total Sale Paid
08/15/2013	GRABER, ALLEN	8750		City Of Chicago Fire	$6.50
08/15/2013	GRABER, ALLEN	8750		City Of Chicago Fire	$129.46
08/15/2013	GRABER, ALLEN	8750		City Of Chicago Fire	$6.50
08/15/2013	GRABER, ALLEN	8750		City Of Chicago Fire	$17.24
07/24/2013	GOMEZ, SCOTT	8710		City Of Chicago Fire	$0.00
07/24/2013	GOMEZ, SCOTT	8710		City Of Chicago Fire	$5.17
05/10/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$748.85
05/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$4.65
05/12/2012	GLENN, DARRELL	8801		City Of Chicago Fire	$6.50
06/01/2012	GIUFFRE, PHILIP	FF P		City Of Chicago Fire	$75.43
06/01/2012	GIUFFRE, PHILIP	FF P		City Of Chicago Fire	$221.12
06/01/2012	GIUFFRE, PHILIP	FF P		City Of Chicago Fire	$6.50
06/01/2012	GIUFFRE, PHILIP	FF P		City Of Chicago Fire	$5.88
06/01/2012	GIUFFRE, PHILIP	FF P		City Of Chicago Fire	$800.00
06/01/2012	GIUFFRE, PHILIP	FF P		City Of Chicago Fire	$1.51
06/01/2012	GIUFFRE, PHILIP	FF P		City Of Chicago Fire	$80.50
06/01/2012	GIUFFRE, PHILIP	FF P		City Of Chicago Fire	$1[illegible].12
06/01/2012	GIUFFRE, PHILIP	FF P		City Of Chicago Fire	$34.84
06/01/2012	GIUFFRE, PHILIP	FF P		City Of Chicago Fire	$6.50
06/01/2012	GIUFFRE, PHILIP	FF P		City Of Chicago Fire	$[illegible]
06/01/2012	GIUFFRE, PHILIP	FF P		City Of Chicago Fire	$6.50
06/21/2013	GILCHRIST, VINCENT	8801		City Of Chicago Fire	$13.41
06/21/2013	GILCHRIST, VINCENT	8801		City Of Chicago Fire	$0.50
06/21/2013	GILCHRIST, VINCENT	8801		City Of Chicago Fire	$1[illegible].13
06/21/2013	GILCHRIST, VINCENT	8801		City Of Chicago Fire	$13.44
06/21/2013	GILCHRIST, VINCENT	8801		City Of Chicago Fire	$6.50
06/21/2013	GILCHRIST, VINCENT	8801		City Of Chicago Fire	$1[illegible]
06/21/2013	GILCHRIST, VINCENT	8801		City Of Chicago Fire	$11.62
06/21/2013	GILCHRIST, VINCENT	8801		City Of Chicago Fire	$1.1
06/21/2013	GILCHRIST, VINCENT	8801		City Of Chicago Fire	$14.8
06/21/2013	GILCHRIST, VINCENT	8801		City Of Chicago Fire	$1.[illegible]
06/21/2013	GILCHRIST, VINCENT	8801		City Of Chicago Fire	$5.10
06/21/2013	GILCHRIST, VINCENT	8801		City Of Chicago Fire	$1[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GILCHRIST VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	GILCHRIST VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	GILCHRIST VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	GILCHRIST VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	GILCHRIST VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	GILCHRIST VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	GILCHRIST VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	GILCHRIST VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	GILCHRIST VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	GILCHRIST VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] ROBERT	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] SCOTT	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] SCOTT	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] SCOTT	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]

[illegible] Date	Claimant	Rank	[illegible]	[illegible]	Total [illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARR KEITH	[illegible]		[illegible]	[illegible]
[illegible]	GARCIA RONALD	[illegible]		[illegible]	[illegible]
[illegible]	GARCIA RONALD	[illegible]		[illegible]	[illegible]
[illegible]	GARCIA RONALD	[illegible]		[illegible]	[illegible]
[illegible]	GARCIA RONALD	[illegible]		[illegible]	[illegible]
[illegible]	GARCIA RONALD	[illegible]		[illegible]	[illegible]
[illegible]	GARCIA RONALD	[illegible]		[illegible]	[illegible]
[illegible]	GARCIA RONALD	[illegible]		[illegible]	[illegible]
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[illegible]	GARCIA RONALD	[illegible]		[illegible]	[illegible]
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[illegible]	GARCIA RONALD	[illegible]		[illegible]	[illegible]
[illegible]	GARCIA RONALD	[illegible]		[illegible]	[illegible]
[illegible]	GARCIA RONALD	[illegible]		[illegible]	[illegible]
[illegible]	GARCIA RONALD	[illegible]		[illegible]	[illegible]
[illegible]	GALLAS CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	GALLAS CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	GALLAS CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	GALLAGHER DANIEL	[illegible]		[illegible]	[illegible]
[illegible]	GALLAGHER DANIEL	[illegible]		[illegible]	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GALTHER DAVID	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GALTHER DAVID	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GALTHER DAVID	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GALTHER DAVID	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FRITTS DAVID	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FRITTS DAVID	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FRITTS DAVID	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FRITTS DAVID	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FOLEY CORNELIUS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FLOWERS DEREK	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	FLORES DAVID	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	FLORES DAVID	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	FLORES DAVID	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	FLORES DAVID	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

[illegible] Date	[illegible]	Rate	[illegible]	[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]
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[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]
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[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]
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[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]
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[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]

[illegible]	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]
[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]
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[illegible]	FLORES DAVID	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] CHRISTOPHER	[illegible]		[illegible]	[illegible]
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[illegible]	FARIAS FRANCISCO	[illegible]		[illegible]	[illegible]

[illegible]

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/17/2012	FARIAS, FRANCISCO	8801		City Of Chicago Fire	$8.54
12/17/2012	FARIAS, FRANCISCO	8801		City Of Chicago Fire	$66.25
12/17/2012	FARIAS, FRANCISCO	8801		City Of Chicago Fire	$6.50
12/17/2012	FARIAS, FRANCISCO	8801		City Of Chicago Fire	$0.80
12/17/2012	FARIAS, FRANCISCO	8801		City Of Chicago Fire	$6.50
07/02/2012	ETHELL, MARK	8731		City Of Chicago Fire	$32.91
07/02/2012	ETHELL, MARK	8731		City Of Chicago Fire	$165.77
07/02/2012	ETHELL, MARK	8731		City Of Chicago Fire	$6.50
08/12/2012	ESTEY JR, JAMES	8731		City Of Chicago Fire	$6.50
07/06/2012	ERONCIG, DANIEL	8750		City Of Chicago Fire	$146.82
07/06/2012	ERONCIG, DANIEL	8750		City Of Chicago Fire	$246.36
07/06/2012	ERONCIG, DANIEL	8750		City Of Chicago Fire	$6.50
07/15/2013	EARLS JR, AUBREY	8801		City Of Chicago Fire	$517.27
07/15/2013	EARLS JR, AUBREY	8801		City Of Chicago Fire	$6.50
07/15/2013	EARLS JR, AUBREY	8801		City Of Chicago Fire	$29.75
05/06/2013	DYER, BRANDON	8811		City Of Chicago Fire	$6.50
06/20/2012	DURHAM, MARIO	8801		City Of Chicago Fire	$299.52
06/20/2012	DURHAM, MARIO	8801		City Of Chicago Fire	$0.56
08/08/2013	DURAN, NORA	8750		City Of Chicago Fire	$300.21
08/08/2013	DURAN, NORA	8750		City Of Chicago Fire	$6.50
08/08/2013	DURAN, NORA	8750		City Of Chicago Fire	$3.63
09/05/2013	DURAN, NORA	8750		City Of Chicago Fire	$6.50
09/05/2013	DURAN, NORA	8750		City Of Chicago Fire	$16.39
09/05/2013	DURAN, NORA	8750		City Of Chicago Fire	$92.22
08/15/2009	DUNAGAN, BRIDGETTE	8811		City Of Chicago Fire	$0.25
08/15/2009	DUNAGAN, BRIDGETTE	8811		City Of Chicago Fire	$36.56
08/15/2009	DUNAGAN, BRIDGETTE	8811		City Of Chicago Fire	$6.50
08/15/2009	DUNAGAN, BRIDGETTE	8811		City Of Chicago Fire	$1.55
08/15/2009	DUNAGAN, BRIDGETTE	8811		City Of Chicago Fire	$89.68
08/15/2009	DUNAGAN, BRIDGETTE	8811		City Of Chicago Fire	$6.50
08/15/2009	DUNAGAN, BRIDGETTE	8811		City Of Chicago Fire	$1.09
08/15/2009	DUNAGAN, BRIDGETTE	8811		City Of Chicago Fire	$6.50
08/15/2009	DUNAGAN, BRIDGETTE	8811		City Of Chicago Fire	$208.09

[illegible]	DUNAGAN BRIDGETTE	[illegible]	[illegible]	[illegible]
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[illegible]	DORCAN [illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	DIVER ELIZABETH	[illegible]	[illegible]	[illegible]
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[illegible]	DIETZ STEPHEN	[illegible]	[illegible]	[illegible]
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[illegible]	DIAZ FERNANDO	[illegible]	[illegible]	[illegible]
[illegible]	DIAZ FERNANDO	[illegible]	[illegible]	[illegible]
[illegible]	DEMPSEY ROBERT	[illegible]	[illegible]	[illegible]
[illegible]	DEMPSEY ROBERT	[illegible]	[illegible]	[illegible]
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[illegible]	DEMPSEY ROBERT	[illegible]	[illegible]	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10/24/2011	DELANEY MOTHER	8812		City Of Chicago Fine	$1.00
08/24/2011	DELANEY MOTHER	8812		City Of Chicago Fine	$1.00
08/24/2011	DELANEY MOTHER	8812		City Of Chicago Fine	$137.37
07/13/2013	DEGUTIS NICHOLAS	4471		City Of Chicago Fine	$62.50
07/23/2013	DEGUTIS NICHOLAS	8821		City Of Chicago Fine	$105.00
07/23/2013	DEGUTIS NICHOLAS	8821		City Of Chicago Fine	$1.00
07/21/2013	DANIELS SABRINA	4411		City Of Chicago Fine	$62.50
07/21/2013	DANIELS SABRINA	8821		City Of Chicago Fine	$105.00
07/21/2013	DANIELS SABRINA	8821		City Of Chicago Fine	$1.00
07/21/2013	DANIELS SABRINA	8821		City Of Chicago Fine	$176.87
07/21/2013	DANIELS SABRINA	8821		City Of Chicago Fine	$176.87
07/21/2013	DANIELS SABRINA	8821		City Of Chicago Fine	$0.00
07/21/2013	DANIELS SABRINA	8821		City Of Chicago Fine	$0.00
07/21/2013	DANIELS SABRINA	8821		City Of Chicago Fine	$0.00
12/24/2012	DALY DANIEL	8819		City Of Chicago Fine	$105.00
10/07/2011	DALTON JAMES	88		City Of Chicago Fine	$68.62
10/07/2011	DALTON JAMES	88		City Of Chicago Fine	$0.00
07/24/2011	DAHM BRUCE	8731		City Of Chicago Fine	$127.62
07/24/2011	DAHM BRUCE	8731		City Of Chicago Fine	$0.00
07/24/2011	DAHM BRUCE	8731		City Of Chicago Fine	$0.00
07/24/2011	DAHM BRUCE	8731		City Of Chicago Fine	$0.00
07/24/2011	DAHM BRUCE	8731		City Of Chicago Fine	$0.00
07/24/2011	DAHM BRUCE	8731		City Of Chicago Fine	$0.00
07/24/2011	DAHM BRUCE	8731		City Of Chicago Fine	$0.00
07/24/2011	DAHM BRUCE	8731		City Of Chicago Fine	$0.00
10/07/2011	[illegible]	4	[illegible]	City Of Chicago Fine	$68.62
05/07/2009	DUNN ROBERT	8	27000	City Of Chicago Fine	$737.50
10/[illegible]/2004	[illegible]	8	21000	City Of Chicago Fine	$0.00
10/24/2008	Diaz Victor	8	00019	City Of Chicago Fine	$0.00
03/24/2008	Diaz Victor	8	00019	City Of Chicago Fine	$0.00
03/24/2008	Diaz Victor	8	00019	City Of Chicago Fine	$105.00
10/[illegible]/08	Diaz Victor	8	0019	City Of Chicago Fine	$0.00
03/24/2008	Diaz Victor	8	00019	City Of Chicago Fine	$0.00

Incident Date	Caption	Rule	Location	Disposition	Fine
07/24/2013	Case Number	4	6111	City Of Chicago Fire	$1,103
07/24/2013	Case Number	4	3021	City Of Chicago Fire	$87.75
07/24/2013	Case Number	4	6111	City Of Chicago Fire	$1.5
07/24/2013	Case Number	4	61033	City Of Chicago Fire	$0.51
10/19/2013	Chevarie Gary	4	03375	City Of Chicago Fire	$142.41
10/19/2013	Chevarie Gary	4	61037	City Of Chicago Fire	$11.1
10/19/2013	Chevarie Gary	4	0377	City Of Chicago Fire	$0.51
08/01/2013	Case David	4	61142	City Of Chicago Fire	$541.1
07/27/2013	CURTIN WILLIAM	9728		Chicago Housing Fire	$0.51
07/27/2013	CURTIN WILLIAM	9701		City Of Chicago Fire	$79.84
07/27/2013	CURTIN WILLIAM	9726		City Of Chicago Fire	$11.84
07/27/2013	CURTIN WILLIAM	9729		City Of Chicago Fire	$0.51
07/27/2013	CURTIN WILLIAM	9728		City Of Chicago Fire	$333.01
07/27/2013	CURTIN WILLIAM	9729		City Of Chicago Fire	$11.84
07/27/2013	CURTIN WILLIAM	9729		City Of Chicago Fire	$1.41
06/19/2013	CUNNINGHAM JEFFREY	4715		City Of Chicago Fire	$.1
06/19/2013	CUNNINGHAM JEFFREY	4711		City Of Chicago Fire	$11.41
06/19/2013	CUNNINGHAM JEFFREY	6731		Chicago Housing Fire	$0.41
06/19/2013	CUNNINGHAM JEFFREY	6731		City Of Chicago Fire	$20.51
06/19/2013	CUNNINGHAM JEFFREY	6731		City Of Chicago Fire	$0.51
06/19/2013	CUNNINGHAM JEFFREY	6731		City Of Chicago Fire	$1.41
06/19/2013	CUNNINGHAM JEFFREY	6731		City Of Chicago Fire	$1.41
06/19/2013	CUNNINGHAM JEFFREY	6731		City Of Chicago Fire	$0.41
06/19/2013	CUNNINGHAM JEFFREY	4731		City Of Chicago Fire	$0.41
06/19/2013	CUNNINGHAM JEFFREY	4715		City Of Chicago Fire	$0.51
08/14/2013	COSGROVE TIMOTHY	8811		City Of Chicago Fire	$144.01
08/14/2013	COSGROVE TIMOTHY	8811		City Of Chicago Fire	$0.51
08/14/2013	COSGROVE TIMOTHY	8811		City Of Chicago Fire	$7.41
07/12/2013	CORNELL ARNETT	8811		Chicago Housing Fire	$1.51
07/12/2013	CORNELL ARNETT	8811		City Of Chicago Fire	$0.41
07/12/2013	CORNELL ARNETT	8811		City Of Chicago Fire	$0.51
07/12/2013	CORNELL ARNETT	8811		City Of Chicago Fire	$0.51
07/12/2013	CORNELL ARNETT	8811		City Of Chicago Fire	$1.41

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[illegible]	COLEMAN JAMES	[illegible]		[illegible]	[illegible]

[illegible]

[illegible] Date	[illegible]	[illegible]	[illegible]	[illegible]	[illegible] Amount
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10/10/2013	CHICAGO, CITY	4949	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4950	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4951	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4952	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4953	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4954	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4955	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4956	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4957	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4958	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4959	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4960	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4961	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4962	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4963	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4964	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4965	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4966	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4967	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4968	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4969	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4970	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4971	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4972	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4973	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4974	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4975	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4976	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4977	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4978	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4979	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4980	[illegible]	[illegible]	$[illegible]
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10/10/2013	CHICAGO, CITY	4982	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4983	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4984	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4985	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4986	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4987	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4988	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4989	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4990	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4991	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4992	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4993	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4994	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4995	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4996	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4997	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4998	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	4999	[illegible]	[illegible]	$[illegible]
10/10/2013	CHICAGO, CITY	5000	[illegible]	[illegible]	$[illegible]

[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CARBONNEAU, THOMAS	8133	[illegible]	$[illegible]
[illegible]	CARBONNEAU, THOMAS	8134	[illegible]	$[illegible]
[illegible]	CARBONNEAU, THOMAS	8135	[illegible]	$[illegible]
[illegible]	CARBONNEAU, THOMAS	8136	[illegible]	$[illegible]
[illegible]	CARBONNEAU, THOMAS	8137	[illegible]	$[illegible]
[illegible]	CARBONNEAU, THOMAS	8138	[illegible]	$[illegible]
[illegible]	CARBONNEAU, THOMAS	8139	[illegible]	$[illegible]
[illegible]	CARBONNEAU, THOMAS	8140	[illegible]	$[illegible]
[illegible]	CARLO, WILLIAM	8141	[illegible]	$[illegible]
[illegible]	CARLO, WILLIAM	8142	[illegible]	$[illegible]
[illegible]	CARLO, WILLIAM	8143	[illegible]	$[illegible]
[illegible]	CARLO, WILLIAM	8144	[illegible]	$[illegible]
[illegible]	CARLO, WILLIAM	8145	[illegible]	$[illegible]
[illegible]	CARLO, WILLIAM	8146	[illegible]	$[illegible]
[illegible]	CARTER, ALLEN	8147	[illegible]	$[illegible]
[illegible]	CARTER, ALLEN	8148	[illegible]	$[illegible]
[illegible]	CARTER, ALLEN

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10/3/2013	BRANNIGAN, WILLIAM	8707	[illegible]	[illegible]	$[illegible]
10/3/2013	BRANNIGAN, WILLIAM	8711	[illegible]	[illegible]	[illegible]
[illegible]	BRADY, MATTHEW	8691	[illegible]	[illegible]	$[illegible]
10/3/2013	BRADY, MATTHEW	8677	[illegible]	[illegible]	$[illegible]
[illegible]	BRADY, MATTHEW	8651	[illegible]	[illegible]	$[illegible]
10/3/2013	BRADY, MATTHEW	8631	[illegible]	[illegible]	$[illegible]
10/3/2013	BRADY, MATTHEW	8611	[illegible]	[illegible]	$[illegible]
10/3/2013	BRADY, MATTHEW	8591	[illegible]	[illegible]	$[illegible]
10/3/2013	BRADY, MATTHEW	8571	[illegible]	[illegible]	$[illegible]
[illegible]	BRADY, MATTHEW	8551	[illegible]	[illegible]	$[illegible]
10/3/2013	BRADY, MATTHEW	8531	[illegible]	[illegible]	$[illegible]
10/3/2013	BRADY, MATTHEW	8511	[illegible]	[illegible]	$[illegible]
10/3/2013	BRADY, MATTHEW	8491	[illegible]	[illegible]	$[illegible]
10/3/2013	BRADY, MATTHEW	8471	[illegible]	[illegible]	$[illegible]
10/3/2013	BRADY, MATTHEW	8451	[illegible]	[illegible]	$[illegible]
10/3/2013	BRADY, MATTHEW	8431	[illegible]	[illegible]	$[illegible]
10/3/2013	BRADY, MATTHEW	8411	[illegible]	[illegible]	$[illegible]
10/3/2013	BRADY, MATTHEW	8391	[illegible]	[illegible]	$[illegible]
10/3/2013	JOHNSON, JAMES	8371	[illegible]	[illegible]	$[illegible]
10/3/2013	JOHNSON, JAMES	8351	[illegible]	[illegible]	$[illegible]
10/3/2013	BONGIORNO, JAMES	8331	[illegible]	[illegible]	$[illegible]
10/3/2013	BONGIORNO, JAMES	8311	[illegible]	[illegible]	$[illegible]
10/3/2013	BONGIORNO, JAMES	8291	[illegible]	[illegible]	$[illegible]
10/3/2013	JONGIORNO, JAMES	8271	[illegible]	[illegible]	$[illegible]
10/3/2013	BOLDEN, CHRISTOPHER	8251	[illegible]	[illegible]	$[illegible]
10/3/2013	BOLDEN, CHRISTOPHER	8231	[illegible]	[illegible]	$[illegible]
10/3/2013	BOLDEN, CHRISTOPHER	8211	[illegible]	[illegible]	$[illegible]
10/3/2013	BOLDEN, CHRISTOPHER	8191	[illegible]	[illegible]	$[illegible]
10/3/2013	BOLDEN, CHRISTOPHER	8171	[illegible]	[illegible]	$[illegible]
10/3/2013	BOLDEN, CHRISTOPHER	8151	[illegible]	[illegible]	$[illegible]
10/3/2013	BOLDEN, CHRISTOPHER	8131	[illegible]	[illegible]	$323.67

Payment Date	Claimant	[illegible]	[illegible]	[illegible]	Total Payment
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
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[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	BOLDEN CHRISTOPHER	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	BILLINGHAM THOMAS	[illegible]		[illegible]	[illegible]
[illegible]	BILLINGHAM THOMAS	[illegible]		[illegible]	[illegible]
[illegible]	BRAN[illegible] VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	BRAN[illegible] VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	BRAN[illegible] VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	BRAN[illegible] VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	BRAN[illegible] VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	BRAN[illegible] VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	BRAN[illegible] VINCENT	[illegible]		[illegible]	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
02/07/2013	B FAND VENDENT	6731	City Of Cheyenne	$0.07
02/07/2013	B FAND VENDENT	6737	City Of Cheyenne	$0.01
02/07/2013	B FAND VENDENT	6737	City Of Laramie	$1,013.13
02/07/2013	B FAND VENDENT	6737	City Of Laramie	$0.07
02/07/2013	B FAND VENDENT	6711	City Of Cheyenne	$0.04
02/07/2013	B FAND VENDENT	6731	City Of Laramie	$219.74
02/07/2013	B FAND VENDENT	6711	City Of Cheyenne	$0.01
02/07/2013	B FAND VENDENT	6737	City Of Laramie	$1.41
02/07/2013	B FAND VENDENT	6731	City Of Cheyenne	$71.71
02/07/2013	B FAND VENDENT	6711	City Of Cheyenne	$0.07
02/07/2013	B FAND VENDENT	6711	City Of Cheyenne	$0.02
02/07/2013	B FAND VENDENT	6731	City Of Laramie	$274.04
02/07/2013	B FAND VENDENT	6737	City Of Laramie	$0.01
02/07/2013	B FAND VENDENT	6731	City Of Laramie	$0.04
02/07/2013	B FAND VENDENT	6737	City Of Cheyenne	$201.01
02/07/2013	B FAND VENDENT	6731	City Of Laramie	$0.01
02/07/2013	B FAND VENDENT	6731	City Of Laramie	$0.06
02/07/2013	B FAND VENDENT	6737	City Of Cheyenne	$1,011.13
02/07/2013	B FAND VENDENT	6731	City Of Laramie	$0.02
02/07/2013	B FAND VENDENT	6731	City Of Laramie	$0.07
02/07/2013	B FAND VENDENT	6711	City Of Cheyenne	$1,011.14
02/07/2013	B FAND VENDENT	6731	City Of Laramie	$0.01
02/07/2013	B FAND VENDENT	6731	City Of Laramie	$0.04
02/07/2013	B FAND VENDENT	6731	City Of Laramie	$0.01
02/07/2013	B FAND VENDENT	6737	City Of Laramie	$1.01
02/07/2013	B FAND VENDENT	6731	City Of Laramie	$1.00
02/07/2013	B FAND VENDENT	6731	City Of Laramie	$101.11
02/07/2013	B FAND VENDENT	6737	City Of Laramie	$0.01
02/18/2013	B ERWERT TVENDAS	6417	City Of Laramie	$7.07
02/18/2013	B ERWERT TVENDAS	6421	City Of Laramie	$0.07
02/18/2013	B ERWERT TVENDAS	6417	City Of Laramie	$1,013.71
02/18/2013	B ERWERT TVENDAS	6511	City Of Laramie	$7.07
02/18/2013	B ERWERT TVENDAS	6421	City Of Laramie	$0.07

[illegible]	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	BERGQUIST BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BERGQUIST BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BERGQUIST BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BERGQUIST BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BERGQUIST BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BENUZZI JOHN	[illegible]		[illegible]	[illegible]
[illegible]	BENUZZI JOHN	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
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[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
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[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BATKA JR BRADLEY	[illegible]		[illegible]	[illegible]
[illegible]	BARTLOW MITCHELL	[illegible]		[illegible]	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ARTIS ANTONIO	[illegible]		[illegible]	[illegible]
[illegible]	ARTIS ANTONIO	[illegible]		[illegible]	[illegible]
[illegible]	ARTIS ANTONIO	[illegible]		[illegible]	[illegible]
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[illegible]	ANDERSON TODD	[illegible]		[illegible]	[illegible]
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[illegible]	ANDERSON JOE	[illegible]		[illegible]	[illegible]
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[illegible]	ANDERSON JOE	[illegible]		[illegible]	[illegible]
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[illegible]	ANDERSON JOE	[illegible]		[illegible]	[illegible]
[illegible]	ALVARADO RAUL	[illegible]		[illegible]	[illegible]
[illegible]	ALVARADO RAUL	[illegible]		[illegible]	[illegible]
[illegible]	ALVARADO RAUL	[illegible]		[illegible]	[illegible]
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[illegible]	ALVARADO RAUL	[illegible]		[illegible]	[illegible]
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[illegible]	ALVARADO RAUL	[illegible]		[illegible]	[illegible]
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[illegible]	ALVARADO RAUL	[illegible]		[illegible]	[illegible]

[illegible] Date	Claimant	Rank	[illegible]	[illegible]	[illegible]
[illegible]	ALVARADO RAUL	[illegible]		[illegible]	[illegible]
[illegible]	ALVARADO RAUL	[illegible]		[illegible]	[illegible]
[illegible]	ALVARADO RAUL	[illegible]		[illegible]	[illegible]
[illegible]	ALVARADO RAUL	[illegible]		[illegible]	[illegible]
[illegible]	ALVARADO RAUL	[illegible]		[illegible]	[illegible]
[illegible]	ALVARADO RAUL	[illegible]		[illegible]	[illegible]
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Hire Date	Division	Rank	Unit	Name	Annual Salary
7/16/2013	ALANIS ROBERTO	P75*		City Of Chicago Police	$43,680.00

Number of Employees: 1
Total Salary: $43,680.00

Salaries Name: City Of Chicago Police

01/05/2005	ZARAGOZA ANGEL	P	1414	City Of Chicago Police	$71,784
11/16/1987	ZARAGOZA ANGEL	9451	01	City Of Chicago Police	$85,212
01/04/2011	ZARAGOZA ANGEL	9451	010	City Of Chicago Police	$83,604
01/04/2012	ZARAGOZA ANGEL	9451	010	City Of Chicago Police	$84,012
05/04/2013	YUKAWA LAURA			City Of Chicago Police	$0.00
05/04/2013	YUKAWA LAURA			City Of Chicago Police	$1,038.46
05/04/2013	YUKAWA LAURA			City Of Chicago Police	$0.00
05/04/2013	YUKAWA LAURA			City Of Chicago Police	$6,661
05/04/2013	YUKAWA LAURA			City Of Chicago Police	$1,038.46
05/04/2013	YUKAWA LAURA			City Of Chicago Police	$0.00
03/16/2012	YALE ALICE	9451		City Of Chicago Police	$1,224
03/16/2012	YALE ALICE	9451		City Of Chicago Police	$69,871.20
03/16/2012	YALE ALICE	9451		City Of Chicago Police	$0.00
08/22/2011	YANEZ ARNULFO	7181		City Of Chicago Police	$2,000.00
08/22/2011	YANEZ ARNULFO	9161		City Of Chicago Police	$1,538.47
08/22/2011	YANEZ ARNULFO	9161		City Of Chicago Police	$615.38
08/22/2011	YANEZ ARNULFO	9161		City Of Chicago Police	$0.00
08/22/2011	YANEZ ARNULFO	9161		City Of Chicago Police	$1,538.47
08/22/2011	YANEZ ARNULFO	9161		City Of Chicago Police	$615.38
07/17/2012	YANG ELEN	9161		City Of Chicago Police	$2,307.69
07/17/2012	YANG ELEN	9161		City Of Chicago Police	$923.08
07/17/2012	YANG ELEN	9161		City Of Chicago Police	$0.00
05/01/2013	YANG ELEN	9161		City Of Chicago Police	$5,538.46
05/01/2013	YANG ELEN	9161		City Of Chicago Police	$2,215.38
09/09/1997	Anonymized Name 1	P	1414	City Of Chicago Police	$85,884
11/16/1987	Anonymized Name 2	P	10120	City Of Chicago Police	$71,784
04/28/1997	Anonymized Name 3	P	10120	City Of Chicago Police	$71,784
09/01/1987	Anonymized Name 4	P	10120	City Of Chicago Police	$71,784
09/09/1997	Anonymized Name 5	P	10120	City Of Chicago Police	$71,784

[illegible] Date	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
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Date	Claimant				
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Incident Date	Claimant	Rank	Unit	Payee	Amount
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[illegible]2013	WALTHALL, MARKUS	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
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[illegible]2013	WALTHALL, MARKUS	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]2013	WALTHALL, MARKUS	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]2013	WALTHALL, MARKUS	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]2013	WALLACE, JOSHUA	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
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[illegible]2013	WALLACE, LYNN	[illegible]		City Of Chicago Police	$[illegible]
[illegible]2013	WALLACE, LYNN	[illegible]		City Of Chicago Police	$[illegible]
[illegible]	WALLACE, LYNN	[illegible]		City Of Chicago Police	$[illegible]
[illegible]2013	WALKER, PARTICEE	[illegible]	44	City Of Chicago Police	$[illegible]
[illegible]2013	WALKER, PARTICEE	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]2013	WALKER, PARTICEE	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]2013	WALKER, PARTICEE	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
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[illegible]	WALKER, PARTICEE	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]2013	WALKER, PARTICEE	[illegible]	[illegible]	City Of Chicago Police	$[illegible]

[illegible]	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	WALKER FAR[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	WALKER FARNESE	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	WALKER DONNELL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	WALKER DONNELL	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	WALKER DAR[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	WALKER ANDREA	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	WALKER ANDREA	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	WAL[illegible] THERESA	[illegible]		[illegible]	[illegible]
[illegible]	WAL[illegible] THERESA	[illegible]		[illegible]	[illegible]
[illegible]	WAL[illegible] THERESA	[illegible]		[illegible]	[illegible]

Report Date	Name	Rank	Level	Title	Total Payments
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	91.41
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	9174.47
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	91.11
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	91.1
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	872.07
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	74.42
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	91.41
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	82.75
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	87.72
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	91.11
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	1274.17
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	91.11
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	91.41
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	8281.1
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	91.1
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	9 ..
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	9111.22
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	91.17
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	9119.41
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	91.1
09/27/2013	WALDRUESSER THERESA	9161		City Of Chicago Police	91.11
09/27/2013	WAKEFIELD KENNETH	9161	727	City Of Chicago Police	91.11
09/22/2013	WAKEFIELD KENNETH	9161	727	City Of Chicago Police	8.9.41
09/22/2013	WAKEFIELD KENNETH	9161	727	City Of Chicago Police	82.82
09/27/2013	WAKEFIELD KENNETH	9161	727	City Of Chicago Police	91.1
09/22/2013	WAKEFIELD KENNETH	9161	727	City Of Chicago Police	880.27
09/27/2013	WAKEFIELD KENNETH	9161	72	City Of Chicago Police	87.82
09/22/2013	WAKEFIELD KENNETH	9161	727	City Of Chicago Police	82.11
09/22/2013	WAKEFIELD KENNETH	9161	727	City Of Chicago Police	8274.19
09/22/2013	WAKEFIELD KENNETH	9161	727	City Of Chicago Police	87.82
09/22/2013	WAKEFIELD KENNETH	9161	727	City Of Chicago Police	91.82
09/22/2013	WAKEFIELD KENNETH	9161	727	City Of Chicago Police	8162.24
09/22/2013	WAKEFIELD KENNETH	9161	727	City Of Chicago Police	87.82

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	WAKEFIELD KENNETH	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	WAKEFIELD KENNETH	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	WAGNER WILLIAM	[illegible]		[illegible]	[illegible]
[illegible]	WAGNER WILLIAM	[illegible]		[illegible]	[illegible]
[illegible]	WAGNER WILLIAM	[illegible]		[illegible]	[illegible]
[illegible]	WAGNER MATTHEW	[illegible]		[illegible]	[illegible]
[illegible]	WAGNER MATTHEW	[illegible]		[illegible]	[illegible]
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[illegible]	WAGNER MATTHEW	[illegible]		[illegible]	[illegible]
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[illegible]	WAGNER MATTHEW	[illegible]		[illegible]	[illegible]
[illegible]	WADE MARCUS	[illegible]		[illegible]	[illegible]
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[illegible]	WADE MARCUS	[illegible]		[illegible]	[illegible]
[illegible]	WADE MARCUS	[illegible]		[illegible]	[illegible]
[illegible]	WADE MARCUS	[illegible]		[illegible]	[illegible]

[illegible] Date	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	WADE MARCUS	[illegible]		[illegible]	[illegible]
[illegible]	WADE MARCUS	[illegible]		[illegible]	[illegible]
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[illegible]	WADE MARCUS	[illegible]		[illegible]	[illegible]
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[illegible]	WADE MARCUS	[illegible]		[illegible]	[illegible]
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[illegible]	WADE MARCUS	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] Andrew	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] Andrew	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] Andrew	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] Andrew	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] Andrew	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] Andrew	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] Andrew	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] Andrew	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible] Ross	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	VOULGARIS ELIAS	[illegible]		[illegible]	[illegible]
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[illegible]	VIVERITO VINCENT	[illegible]		[illegible]	[illegible]
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[illegible]	VILLANUEVA SUSANA	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
09/29/2013	VILLA JOSE	[illegible]		[illegible]	[illegible]
09/29/2013	[illegible]	[illegible]		[illegible]	[illegible]
09/11/2013	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
09/11/2013	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
09/11/2013	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
11/01/2013	WALLS MICHAEL	[illegible]	[illegible]	[illegible]	[illegible]
11/01/2013	WALLS MICHAEL	[illegible]	[illegible]	[illegible]	[illegible]
11/01/2013	WALLS MICHAEL	[illegible]	[illegible]	[illegible]	[illegible]
09/11/2013	WA MARY	[illegible]	[illegible]	[illegible]	[illegible]
09/11/2013	WA MARY	[illegible]	[illegible]	[illegible]	[illegible]
09/11/2013	WA MARY	[illegible]	[illegible]	[illegible]	[illegible]
09/11/2013	A MARY	[illegible]	[illegible]	[illegible]	[illegible]
09/11/2013	A MARY	[illegible]	[illegible]	[illegible]	[illegible]
09/11/2013	A MARY	[illegible]	[illegible]	[illegible]	[illegible]
09/11/2013	A MARY	[illegible]	[illegible]	[illegible]	[illegible]
09/11/2013	WA MARY	[illegible]	[illegible]	[illegible]	[illegible]
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09/11/2013	A MARY	[illegible]	[illegible]	[illegible]	[illegible]
09/11/2013	A MARY	[illegible]	[illegible]	[illegible]	[illegible]
09/11/2013	A MARY	[illegible]	[illegible]	[illegible]	[illegible]
09/11/2013	A MARY	[illegible]	[illegible]	[illegible]	[illegible]
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09/11/2013	A MARY	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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03/27/2013	SWAIN JENNIFER	5102		[illegible]	$[illegible]
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12/07/2012	SWELLS EDWARD	5101	[illegible]	[illegible]	$[illegible]
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01/24/2013	STEVENS MATTHEW	9761	[illegible]	[illegible]	$44.00
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02/12/2013	STEPHANY RAYMOND	009	[illegible]	[illegible]	$5.00
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09/18/2012	SLABLIK NATHAN	0111		City Of Chicago Police	$156.25
07/31/2012	SLAJ THOMAS	0407	044	City Of Chicago Police	$1.00
07/31/2012	SLAJ THOMAS	0407	044	City Of Chicago Police	$411.62
07/31/2012	SLAJ THOMAS	0407	044	City Of Chicago Police	$5.00
07/31/2012	SLAJ THOMAS	0407	044	City Of Chicago Police	$74.00
07/31/2012	SLAJ THOMAS	0407	044	City Of Chicago Police	$1.00
07/31/2012	SLAJ THOMAS	0407	044	City Of Chicago Police	$507.62
07/31/2012	SLAJ THOMAS	0407	044	City Of Chicago Police	$4.00
07/31/2012	SLAJ THOMAS	0407	044	City Of Chicago Police	$23.51
07/31/2012	SLAJ THOMAS	0407	044	City Of Chicago Police	$61.00
07/31/2012	SLAJ THOMAS	0407	044	City Of Chicago Police	$4.00
08/19/2011	SMARTSLER JEAN D	0187	044	City Of Chicago Police	$466.67
09/18/2012	SMAVERSLIR ISAAC	0471	118	City Of Chicago Police	$198.62
08/17/2012	SMARP DAVID	0481		City Of Chicago Police	$36.67
12/12/2012	SMAVAH VOHAVVAD	0187		City Of Chicago Police	$497.62
12/12/2012	SMAVAH VOHAVVAD	0187		City Of Chicago Police	$1.00
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12/12/2012	SMAVAH VOHAVVAD	0187		City Of Chicago Police	$83.75
12/12/2012	SMAVAH VOHAVVAD	0187		City Of Chicago Police	$12.37
12/12/2012	SMAVAH VOHAVVAD	0187		City Of Chicago Police	$27.00
12/12/2012	SMAVAH VOHAVVAD	0187		City Of Chicago Police	$9.00
12/12/2012	SMAVAH VOHAVVAD	0187		City Of Chicago Police	$4.00
12/12/2012	SMAVAH VOHAVVAD	0187		City Of Chicago Police	$123.75
12/12/2012	SMAVAH VOHAVVAD	0187		City Of Chicago Police	$1.00
09/21/2012	SMPVN DANIEL	0187		City Of Chicago Police	$326.00

Report Date	Claimant	Rank	[illegible]	Payee	[illegible]
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[illegible]	[illegible] BRIAN	[illegible]		City Of Chicago Police	[illegible]
[illegible]	[illegible] BRIAN	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	SCHMIDT RICHARD	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	SCHERER KARL	[illegible]	[illegible]	City Of Chicago Police	[illegible]

Incident Date	Claimant	Rank	Level	Payee	Total Amount Paid
[illegible]	SCHAPER KARL	[illegible]	[illegible]	City Of Chicago Police Dept	[illegible]
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[illegible]	SCHAPER KARL	[illegible]	[illegible]	City Of Chicago Police Dept	[illegible]
[illegible]	SCHAPER KARL	[illegible]	[illegible]	City Of Chicago Police Dept	[illegible]
[illegible]	SCARPANGRIE... KARL	[illegible]	[illegible]	City Of Chicago Police Dept	[illegible]
[illegible]	SALCEDO MARISA	[illegible]	[illegible]	City Of Chicago Police Dept	[illegible]
[illegible]	SALCEDO MARISA	[illegible]	[illegible]	City Of Chicago Police Dept	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Arrest Date	Name	Beat	Unit	Issuer	Overtime Pay
[illegible]	Bleak, Steven	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Bleak, Steven	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Bleak, Steven	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Rau, [illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Rau, [illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	RUZAK, BRADLEY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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09/30/2013	[illegible]	[illegible]		[illegible]	$2,000.
09/30/2013	[illegible]	[illegible]		[illegible]	$1

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[illegible] Date	Claimant	Rank	Unit	Payee	Total Amount
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10/26/2012	RICHARDS, DARRELL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City of Chicago Police	[illegible]
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[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City of Chicago Police	[illegible]

[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	RAMIREZ, JOSEPH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	RAMAGLIA, FRANK	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	RAMAGLIA, FRANK	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	RAMAGLIA, FRANK	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	RAMAGLIA, FRANK	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	RAKE, KEVIN	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAKE, KEVIN	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	RAKE, KEVIN	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAKE, KEVIN	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAKE, KEVIN	[illegible]		City Of Chicago Police	[illegible]

Payment Date	Claimant	Rank	[illegible]	Insured	[illegible]
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[illegible]	RAKE KEVIN	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]

Payment Date	Payee	[illegible]	[illegible]	[illegible]	Amount Paid
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINEY TAMIKA	[illegible]		City Of Chicago Police	[illegible]

[illegible]

Incident Date	Claimant	Rank	Unit	Payee	Total Amount Paid
[illegible]	RANEY TAMICA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMICA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMICA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMICA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMICA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RANEY TAMICA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAINES THOMAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	RAINES THOMAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	RAINES THOMAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	RAINES THOMAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	RAINES THOMAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	RAINES THOMAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	RAJA KRISTEN	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAJA KRISTEN	[illegible]		City Of Chicago Police	[illegible]
[illegible]	RAJA KRISTEN	[illegible]		City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]		City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]		City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]		City Of Chicago Police	[illegible]
[illegible]	[illegible] DEANNA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	[illegible] DEANNA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	[illegible] DEANNA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	QUINT STEVE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	QUINT STEVE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	QUINT STEVE	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	QUINT STEVE	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	QUINT STEVE	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	QUINT STEVE	[illegible]		City Of Chicago Police	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$[illegible]42
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$[illegible]37
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$[illegible]44.72
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[illegible]

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Incident Date	Claimant	Rank	Unit	Payee	Payable Amount
[illegible]	OLSEN, ERIC	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	OLSEN, TODD	[illegible]		City Of Chicago Police	[illegible]
[illegible]	OLSEN, TODD	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	OLSEN, TODD	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	OLSEN, TODD	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	OLSEN, TODD	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	OLSEN, TODD	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	OLSEN, TODD	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	OLSEN, TODD	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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Incident Date	[illegible]	Rank	Unit	Payee	Total Amount Paid
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
07/31/2013	[illegible]	[illegible]	[illegible]	[illegible]	$0.00

Payment Date	Claimant	Ward	[illegible]	[illegible]	Total Amount Paid
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Incident Date	Claimant	Rank	Unit	Payee	Total [illegible] Paid
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[illegible]	MC GEE JR, JOHN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible] Date	Claimant	[illegible]	[illegible]	[illegible]	Total Amount
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Incident Date	Claimant	Rank	Unit	Payee	Total Payments
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08/17/2013	LAB SERVICE	9484	007	City Of Chicago Police	$6.00
08/17/2013	LAB SERVICE	9484	007	City Of Chicago Police	$71.00
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$41.75
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$7.15
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$6.01
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$51.78
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$7.15
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$6.43
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$4.29
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$77.17
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$6.00
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$4.29
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$77.17
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$6.43
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$4.29
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$77.17
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$6.43
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$4.29
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$77.17
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$6.43
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$4.29
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$77.17
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$6.43
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$4.29
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$77.17
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$6.43
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$4.29
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$167.31
08/16/2013	LAUNDRY & CLEAN	9484		City Of Chicago Police	$4.29
08/15/2013	LAUNDRY & CLEAN	9484	007	City Of Chicago Police	$6.00
08/15/2013	LAUNDRY & CLEAN	9484	007	City Of Chicago Police	$6.00
08/15/2013	LAUNDRY & CLEAN	9484	016	City Of Chicago Police	$358.31
08/14/2013	LAUNDRY & CLEAN	9484	007	City Of Chicago Police	$6.00

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[illegible]	LANDON MARCUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	LANDON MARCUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	LAKSANAPROM SUPATCHARA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	F	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]

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Payment Date	Claimant	Zip	Ward	Payee	Total Amount Paid
07/24/2013	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
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07/24/2013	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
07/24/2013	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
07/24/2013	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
07/24/2013	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
07/24/2013	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
07/24/2013	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
07/24/2013	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
07/24/2013	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
07/24/2013	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
07/24/2013	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
07/24/2013	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
07/24/2013	KUNIGA ANTHONY	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	KROPTA MICHELLE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KROPTA MICHELLE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	KAY LEANNE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KAY LEANNE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KAY LEANNE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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Payment Date	Claimant	Rank	Unit	Payee	Total Amount Paid
08/14/2013	KR[illegible] JEFFREY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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05/23/2013	KRAMER DANIEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	KOOISTRA CHRISTOPHER	[illegible]	[illegible]	City Of Chicago Police	[illegible]
07/16/2012	KOOISTRA CHRISTOPHER	[illegible]	044	City Of Chicago Police	[illegible]
07/16/2012	KOOISTRA CHRISTOPHER	[illegible]	044	City Of Chicago Police	[illegible]
07/16/2012	KOOISTRA CHRISTOPHER	[illegible]	044	City Of Chicago Police	[illegible]
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12/04/2012	KONG ROGER	[illegible]		City Of Chicago Police	[illegible]
12/04/2012	KONG ROGER	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	KNUDSEN [illegible]	[illegible]	044	City Of Chicago Police	[illegible]

Payment Date	Claimant	[illegible]	[illegible]	Payee	Total Pay Amt
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Incident Date	Claimant	[illegible]	[illegible]	Payee	Amount Paid
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[illegible]	KESSEY BRIAN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KESSEY BRIAN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KESSEY BRIAN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KESSEY BRIAN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KESSEY BRIAN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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Payment Date	Payee	[illegible]	[illegible]	Payor	Total Payment
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[illegible]	KENNARD, [illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	KELLY, BERNARD	[illegible]		City Of Chicago Police	[illegible]
[illegible]	KELLY, BERNARD	[illegible]		City Of Chicago Police	[illegible]

Payment Date	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLY BERNARD	[illegible]		[illegible]	[illegible]
[illegible]	KELLER HANS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	KELLER HANS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	KELLER HANS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	KEANE TAMARA	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	KEANE TAMARA	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	KEANE TAMARA	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	KEANE TAMARA	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	KEANE TAMARA	[illegible]	[illegible]	[illegible]	[illegible]

Payment Date	Claimant	Rank	Unit #	Insured	Total to be Paid
05/05/2010	KEANE, TAMARA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KAZARNOWICZ, MARCIN	[illegible]		City Of Chicago Police	$94.39
[illegible]	KAZARNOWICZ, MARCIN	[illegible]		City Of Chicago Police	[illegible]
[illegible]	KAZARNOWICZ, MARCIN	[illegible]		City Of Chicago Police	[illegible]
[illegible]	KAZARNOWICZ, MARCIN	[illegible]		City Of Chicago Police	$2.20
[illegible]	KATSAROS, DIMITRIOS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
04/25/2009	KATSAROS, DIMITRIOS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KATSAROS, DIMITRIOS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KASPER, MICHAEL	[illegible]	008	City Of Chicago Police	[illegible]
[illegible]	KASPER, MICHAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KASPER, MICHAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KARNEY, CHRISTOPHER	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KARNEY, CHRISTOPHER	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KARNEY, CHRISTOPHER	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	KACZYNSKI, JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	KACZYNSKI, JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	KACZYNSKI, JASON	[illegible]		City Of Chicago Police	[illegible]
05/29/2012	KACZYNSKI, JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	Johnson-Swain, Marianne C	P	00004	City Of Chicago Police	[illegible]
[illegible]	Johnson-Swain, Marianne C	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Johnson-Swain, Marianne C	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Johnson-Swain, Marianne C	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Johnson-Swain, Marianne C	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Johnson-Swain, Marianne C	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Johnson-Swain, Marianne C	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Johnson-Swain, Marianne C	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Johnson-Swain, Marianne C	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Johnson-Shelby, Evelyn	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Johnson-Shelby, Evelyn	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Johnson-Shelby, Evelyn	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Johnson-Shelby, Evelyn	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Johnson, John M	P	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Johnson, John M	P	[illegible]	City Of Chicago Police	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	$6.00
[illegible]	[illegible]	[illegible]	$350.00
[illegible]	[illegible]	[illegible]	$75.00
[illegible]	[illegible]	[illegible]	$1,000.00
[illegible]	[illegible]	[illegible]	$2,000.00
[illegible]	[illegible]	[illegible]	$100.00
[illegible]	[illegible]	[illegible]	$500.00
[illegible]	[illegible]	[illegible]	2,500.00
[illegible]	[illegible]	[illegible]	$1,000.00
[illegible]	[illegible]	[illegible]	$1,000.00
[illegible]	[illegible]	[illegible]	$1,000

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10/28/2013	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]

Incident Date	Claimant	Make	Unit	Payee	Total Paid
[illegible]	JONES GREGORY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JONES GREGORY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
05/22/2013	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
05/22/2013	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
05/22/2013	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
05/22/2013	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
05/22/2013	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
05/22/2013	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
05/22/2013	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
05/22/2013	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
05/22/2013	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
05/22/2013	JONES JR CLARENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JOHNSTON WARREN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JOHNSTON WARREN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JOHNSTON WARREN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JOHNSTON WARREN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JOHNSTON WARREN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JOHNSTON WARREN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	JOHNSON ROBERT	[illegible]		City Of Chicago Police	[illegible]
[illegible]	JOHNSON ROBERT	[illegible]		City Of Chicago Police	[illegible]
[illegible]	JOHNSON PERCY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	JOHNSON PERCY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	JOHNSON PERCY	[illegible]		City Of Chicago Police	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, PEGGY	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, ALAN [illegible]	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, ALAN [illegible]	[illegible]		[illegible]	[illegible]
[illegible]	JOHNSON, ALAN [illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	JACOBS, GREGORY	[illegible]	[illegible]	[illegible]	[illegible]

Incident Date	Claimant	Ward	Council	Status	Total Incident Paid
08/01/2012	ACOSTA, JEFFERSON	22nd	22nd	City Of Chicago Police	$4.50
06/26/2012	JACOBS, CHARLOTTE	42nd	42nd	City Of Chicago Police	$1.75
01/14/2012	JACKSON, MATTHEW	37th	37th	City Of Chicago Police	$1.50
10/11/2012	JACKSON, MATTHEW	44th	44th	City Of Chicago Police	$4.50
05/14/2014	JACKSON, MATTHEW	27th	27th	City Of Chicago Police	$126.00
06/11/2013	JACKSON, MATTHEW	44th	44th	City Of Chicago Police	$4.50
06/11/2013	JACKSON, MATTHEW	37th	37th	City Of Chicago Police	$104.75
08/11/2013	JACKSON, MATTHEW	44th	44th	City Of Chicago Police	$8.00
08/11/2013	JACKSON, MATTHEW	44th	44th	City Of Chicago Police	$3.62
09/11/2013	JACKSON, MATTHEW	44th	44th	City Of Chicago Police	$24.24
05/11/2013	JACKSON, MATTHEW	44th	44th	City Of Chicago Police	$25.50
08/11/2013	JACKSON, MATTHEW	44th	44th	City Of Chicago Police	$4.50
10/11/2013	JACKSON, MATTHEW	44th	44th	City Of Chicago Police	$2.50
05/11/2013	JACKSON, MATTHEW	44th	44th	City Of Chicago Police	$24.75
05/11/2013	JACKSON, MATTHEW	44th	44th	City Of Chicago Police	$9.50
08/11/2013	JACKSON, MATTHEW	44th	44th	City Of Chicago Police	$372.17
05/11/2013	JACKSON, MATTHEW	44th	44th	City Of Chicago Police	$4.50
10/12/2013	JACKSON, JOHN	24th	24th	City Of Chicago Police	$414.00
05/12/2012	JACKSON, JOHN	44th	44th	City Of Chicago Police	$6.28
05/12/2012	JACKSON, JOHN	44th	44th	City Of Chicago Police	$4.50
05/12/2013	JACKSON, JOHN	44th	44th	City Of Chicago Police	$4.50
05/12/2013	JACKSON, JOHN	44th	44th	City Of Chicago Police	$6.00
05/12/2013	JACKSON, JOHN	44th	44th	City Of Chicago Police	$288.75
05/12/2013	JACKSON, JOHN	44th	44th	City Of Chicago Police	$4.50
6/12/2013	JACKSON, JOHN	44th	44th	City Of Chicago Police	$1.62
05/12/2013	JACKSON, JOHN	44th	44th	City Of Chicago Police	$812.12
05/12/2013	JACKSON, JOHN	44th	44th	City Of Chicago Police	$4.50
05/12/2013	JACKSON, JOHN	44th	44th	City Of Chicago Police	$1.62
05/12/2013	JACKSON, JOHN	44th	44th	City Of Chicago Police	$104.18
05/12/2013	JACKSON, JOHN	44th	44th	City Of Chicago Police	$4.50
05/12/2013	JACKSON, JOHN	44th	44th	City Of Chicago Police	$1.37
05/12/2013	JACKSON, JOHN	44th	44th	City Of Chicago Police	$193.17
05/12/2013	JACKSON, JOHN	44th	44th	City Of Chicago Police	$4.50

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10/3/2013	[illegible]	[illegible]	[illegible]	[illegible]	$1.04
10/3/2013	[illegible]	[illegible]	[illegible]	[illegible]	$104.0
10/3/2013	[illegible]	[illegible]	[illegible]	[illegible]	5.04
10/4/2013	[illegible]	[illegible]	[illegible]	[illegible]	$1.47
10/4/2013	[illegible]	[illegible]	[illegible]	[illegible]	$1,3[illegible]
10/4/2013	[illegible]	[illegible]	[illegible]	[illegible]	$7.0
10/4/2013	[illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
10/4/2013	[illegible]	[illegible]	[illegible]	[illegible]	$-.5[illegible]
10/4/2013	BARRA [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
10/4/2013	BARRA [illegible]	[illegible]	[illegible]	[illegible]	$4.[illegible]
10/4/2013	BARRA [illegible]	[illegible]	[illegible]	[illegible]	$11.[illegible]
10/7/2013	[illegible]	[illegible]	[illegible]	[illegible]	$-1
10/7/2013	[illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
10/7/2013	[illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
10/8/2013	[illegible]	[illegible]	[illegible]	[illegible]	$11
10/8/2013	[illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
10/8/2013	[illegible]	[illegible]	[illegible]	[illegible]	$2[illegible]
10/8/2013	[illegible]	[illegible]	[illegible]	[illegible]	$

[illegible] Date	Claimant	[illegible]	[illegible]	Payee	[illegible]
[illegible]	HOZZIAN, JOANNA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOZZIAN, JOANNA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOZZIAN, JOANNA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOZZIAN, JOANNA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOZZIAN, JOANNA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOWELL, DELBERT	[illegible]		City Of Chicago Police	[illegible]
[illegible]	HOWELL, DELBERT	[illegible]		City Of Chicago Police	[illegible]
[illegible]	HOWELL, DELBERT	[illegible]		City Of Chicago Police	[illegible]
[illegible]	HOWELL, DELBERT	[illegible]		City Of Chicago Police	[illegible]
[illegible]	HOWELL, DELBERT	[illegible]		City Of Chicago Police	[illegible]
[illegible]	HOWELL, DELBERT	[illegible]		City Of Chicago Police	[illegible]
[illegible]	HOWELL, DELBERT	[illegible]		City Of Chicago Police	[illegible]
[illegible]	HOWELL, DELBERT	[illegible]		City Of Chicago Police	[illegible]
[illegible]	HOWE, MICHAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOWE, MICHAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOWE, MICHAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOWE, MICHAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOWE, MICHAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOWE, MICHAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOWE, MICHAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOWE, MICHAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOWE, MICHAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOVIA, DANIEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	HOVIA, DANIEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	HOVIA, DANIEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	HOLTON, AARON	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	HOLT, JOE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOLT, JOE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOLMES JR, VERTIE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOLMES JR, VERTIE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HOFFMANN, LEFFRE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	HOFFMANN, LEFFRE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	HOFFMANN, [illegible]	[illegible]		City Of Chicago Police	[illegible]

06/04/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
06/03/2015	HOFFMAN, SARAH	CA	Director of Operations	$0.00
06/03/2015	HOFFMAN, THOMAS	NY	Vice President	$148.50
06/03/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
06/02/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	0.00
06/01/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$148.50
05/31/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/30/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	0.00
05/29/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/28/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/27/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/26/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/25/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/24/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$148.50
05/23/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/22/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/21/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$148.50
05/20/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$148.50
05/19/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/18/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/17/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$148.50
05/16/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/15/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/14/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/13/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/12/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/11/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/10/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/09/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/08/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/07/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/06/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/05/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/04/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/03/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/02/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
05/01/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
04/30/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
04/29/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00
04/28/2015	HOFFMAN, JEFFREY	VA	Chief Executive Officer	$0.00

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[illegible]	HOFFMAN, BRYAN	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	HOPE, THOMAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	HOPE, THOMAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HILLARD, ROBERT	[illegible]		City Of Chicago Police	[illegible]
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Payment Date	Claimant	Rank	Unit	Payee	Total Amount
[illegible]	HILLARD ROBERT	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	HIBBS MARK	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	HIBBS MARK	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	HERRERA JUANA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	HERRERA JUANA	[illegible]	[illegible]	City Of Chicago Police	[illegible]

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10/29/2012	HERNANDEZ, PRISCILLA	[illegible]	044	City Of Chicago Police	[illegible]
10/29/2012	HERNANDEZ, PRISCILLA	[illegible]	044	City Of Chicago Police	[illegible]
10/29/2012	HERNANDEZ, PRISCILLA	[illegible]	044	City Of Chicago Police	[illegible]
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10/29/2012	HERNANDEZ, PRISCILLA	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	HERNANDEZ, NICHOLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	HERNANDEZ, NICHOLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	[illegible]	[illegible]	022	City Of Chicago Police	[illegible]

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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$7.83
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[illegible]	[illegible] TURNER	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GONZALEZ, RICARDO	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]

Report Date	[illegible]	[illegible]	[illegible]	[illegible]	Total Charge Paid
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/21/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]

Incident Date	Claimant	Rank	Unit	Injured	Total Amount Paid
[illegible]	GLOVER KENNETH	[illegible]	012	City Of Chicago Police	$37.44
12/27/2012	GLOVER KENNETH	[illegible]	012	City Of Chicago Police	[illegible]
12/27/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	GLOVER KENNETH	[illegible]	012	City Of Chicago Police	[illegible]
[illegible]	GLOVER KENNETH	[illegible]	012	City Of Chicago Police	[illegible]
12/27/2012	GLOVER KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
12/27/2012	GLOVER KENNETH	[illegible]	012	City Of Chicago Police	$0
[illegible]	GLOVER KENNETH	[illegible]	012	City Of Chicago Police	[illegible]
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	[illegible]
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	$5.50
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	[illegible]
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	[illegible]
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	[illegible]
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	[illegible]
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	[illegible]
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	[illegible]
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	$201.40
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	$5.50
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	[illegible]
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	[illegible]
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	[illegible]
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	[illegible]
09/27/2012	GILLESPIE ANTHONY	[illegible]	0454	City Of Chicago Police	[illegible]
[illegible]	GILDEA JAMES	[illegible]	012	City Of Chicago Police	$5.00
[illegible]	GILDEA JAMES	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	GILDEA JAMES	[illegible]	012	City Of Chicago Police	[illegible]
[illegible]	GILDEA JAMES	[illegible]	012	City Of Chicago Police	[illegible]
[illegible]	GILDEA JAMES	[illegible]	012	City Of Chicago Police	[illegible]
[illegible]	GILDEA JAMES	[illegible]	012	City Of Chicago Police	[illegible]
02/20/2013	GEORGE HARRIS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/20/2013	GEORGE HARRIS	[illegible]	[illegible]	City Of Chicago Police	$5.50
02/20/2013	GEORGE HARRIS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/20/2013	GEORGE HARRIS	[illegible]	[illegible]	City Of Chicago Police	$0.50

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GEORGE HARRIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	GARTNER JOHN	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA JORGE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA FELICIANA	[illegible]	12	City of Chicago Police	[illegible]
[illegible]	GARCIA EDUARDO	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA EDUARDO	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA-P[illegible] JOSE	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	GARCIA-R[illegible] ENRIQUE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA-R[illegible] ENRIQUE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GARCIA-R[illegible] ENRIQUE	[illegible]		City of Chicago Police	[illegible]
[illegible]	GALLAGHER PATRICK	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	GALLAGHER PATRICK	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	GALLAGHER PATRICK	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	GAHAGAN KATHLEEN	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	GAHAGAN KATHLEEN	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	GAHAGAN KATHLEEN	[illegible]	[illegible]	City of Chicago Police	[illegible]
[illegible]	GAHAGAN KATHLEEN	[illegible]	[illegible]	City of Chicago Police	[illegible]

Entered Date	Claimant	[illegible]	[illegible]	Against	Total Amount
[illegible]	GARABEDIAN KATHLEEN	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	GARABEDIAN KATHLEEN	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	Fanning Teresa	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	Fanning Teresa	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	Fanning Teresa	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	Fanning Teresa	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	Fanning Teresa	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	Fanning Teresa	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	Fanning Teresa		[illegible]	City Of Chicago Police	$[illegible]
[illegible]	Fanning Teresa	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FUENTES HECTOR	[illegible]		City Of Chicago Police	$[illegible]
[illegible]	FUENTES HECTOR	[illegible]		City Of Chicago Police	$[illegible]
[illegible]	FUENTES HECTOR	[illegible]		City Of Chicago Police	$[illegible]
[illegible]	FREDLUND JEFFREY	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREDLUND JEFFREY	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREDLUND JEFFREY	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREDLUND JEFFREY	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREDLUND JEFFREY	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREDLUND JEFFREY	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	City Of Chicago Police	$[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FREEMAN DANIEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	FRANCIS ALEXANDER	[illegible]		[illegible]	[illegible]
[illegible]	FRANCIS ALEXANDER	[illegible]		[illegible]	[illegible]
[illegible]	FRANCIS ALEXANDER	[illegible]		[illegible]	[illegible]
[illegible]	FRANCIS ALEXANDER	[illegible]		[illegible]	[illegible]
[illegible]	FRANCIS ALEXANDER	[illegible]		[illegible]	[illegible]
[illegible]	FRANCIS ALEXANDER	[illegible]		[illegible]	[illegible]
[illegible]	FRANCIS ALEXANDER	[illegible]		[illegible]	[illegible]
[illegible]	FRANCIS ALEXANDER	[illegible]		[illegible]	[illegible]
[illegible]	FRANCIS ALEXANDER	[illegible]		[illegible]	[illegible]
[illegible]	FOSTER MARK	[illegible]		[illegible]	[illegible]
[illegible]	FOSTER MARK	[illegible]		[illegible]	[illegible]
[illegible]	FOSTER KEVIN	[illegible]		[illegible]	[illegible]
[illegible]	FOSTER KEVIN	[illegible]		[illegible]	[illegible]
[illegible]	FOSTER KEVIN	[illegible]		[illegible]	[illegible]
[illegible]	FOLINO ANTHONY	[illegible]		[illegible]	[illegible]
[illegible]	FOLINO ANTHONY	[illegible]		[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ESCALANTE, OSCAR	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ESCALANTE, OSCAR	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ESCALANTE, OSCAR	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ESCALANTE, OSCAR	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ESCALANTE, OSCAR	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ESCALANTE, OSCAR	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ESCALANTE, OSCAR	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ESCALANTE, OSCAR	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ESCALANTE, OSCAR	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ESCALANTE, OSCAR	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ESCALANTE, OSCAR	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ESCALANTE, OSCAR	[illegible]	[illegible]	City Of Chicago Police	[illegible]

[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ESCALANTE OSCAR	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ENRIQUEZ ELIZABETH	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ENRIQUEZ ELIZABETH	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ENRIQUEZ ELIZABETH	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ENRIQUEZ ELIZABETH	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ENRIQUEZ ELIZABETH	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ENRIQUEZ ELIZABETH	[illegible]	[illegible]	[illegible]	[illegible]

Accident Date	Claimant	Rank	Unit	Payee	Total Amount Paid
[illegible]	ENRIQUEZ, ELIZABETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENRIQUEZ, ELIZABETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG, DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]

Violation Date	Claimant	Make	Unit	Payee	Total Amount
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ENG DOUGLAS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ELARDE-HATZIS BABETTE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ELARDE-HATZIS BABETTE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ELARDE-HATZIS BABETTE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ELARDE-HATZIS BABETTE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ELARDE-HATZIS BABETTE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ELARDE-HATZIS BABETTE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ELARDE-HATZIS BABETTE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ELARDE-HATZIS BABETTE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ELARDE-HATZIS BABETTE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ELARDE-HATZIS BABETTE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	EIGENBAUER ROBERT			City Of Chicago Police	[illegible]
[illegible]	EIGENBAUER ROBERT			City Of Chicago Police	[illegible]
[illegible]	EIGENBAUER ROBERT	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	EIGENBAUER ROBERT	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	EIGENBAUER ROBERT	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	EIGENBAUER ROBERT	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	EIGENBAUER ROBERT	[illegible]	[illegible]	City Of Chicago Police	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10/24/2013	E GENEVA LN [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$6.91
10/24/2013	E GENEVA PL [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$12.07
10/24/2013	E GENEVA PL [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$176.43
10/24/2013	E GENEVALER PL [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$6.11
10/24/2013	E GENEVA LN [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$26.07
10/24/2013	E GENEVALER [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$140.81
10/24/2013	E GENEVALER [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$6.10
10/24/2013	E GENEVA LN [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$12.45
10/24/2013	E GENEVA LN [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$126.45
10/24/2013	E GENEVALER [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$6.10
10/24/2013	E GENEVA PL [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$4.31
10/24/2013	E GENEVALER [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$126.45
10/24/2013	E GENEVALER [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$6.11
10/24/2013	E GENEVA LN [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$30.07
10/24/2013	E GENEVA TER [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$131.69
10/24/2013	E GENEVALER [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$6.10
10/24/2013	E GENEVA LN [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$33.51
10/24/2013	E GENEVALER [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$126.45
10/24/2013	E GENEVA LN [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$6.11
10/24/2013	E GENEVALER [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$6.91
10/24/2013	E GENEVALER [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$6.91
10/24/2013	E GENEVA LN [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$131.69
10/24/2013	EDWARDS LN [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$4.[illegible]
07/16/2013	Damage Sewer	[illegible]	[illegible]	[illegible]	[illegible]	$18.79
07/16/2013	Damage Sewer	[illegible]	[illegible]	[illegible]	[illegible]	$4.91
07/16/2013	Damage Sewer	[illegible]	[illegible]	[illegible]	[illegible]	$4.[illegible]
07/16/2013	Damage Sewer	[illegible]	[illegible]	[illegible]	[illegible]	$4.10
07/16/2013	Damage Sewer	[illegible]	[illegible]	[illegible]	[illegible]	$4.34
07/16/2013	Damage Sewer	[illegible]	[illegible]	[illegible]	[illegible]	$87.17
07/16/2013	Damage Sewer	[illegible]	[illegible]	[illegible]	[illegible]	$7.10
07/16/2013	Damage Sewer	[illegible]	[illegible]	[illegible]	[illegible]	$4.11
07/16/2013	Damage Sewer	[illegible]	[illegible]	[illegible]	[illegible]	$87.04
07/16/2013	Damage Sewer	[illegible]	[illegible]	[illegible]	[illegible]	$181.12

[illegible]

[illegible]	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Domagala, Bernard	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Deyoung, Debra	[illegible]	[illegible]	City Of Chicago Police	[illegible]

Incident Date	Claimant	Rank	Unit	Insured	Total Paid
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 1994	Deyoung Debra	P	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	DUNCAN YOLANDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DUFFY KEVIN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	DUFFY KEVIN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	DUFFY KEVIN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	DRELL ROBERT			City Of Chicago Police	[illegible]
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[illegible]	DOMIO MALCOLM	[illegible]		City Of Chicago Police	[illegible]
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[illegible] Date	Claimant	[illegible]	[illegible]	Payee	[illegible]
[illegible]	D[illegible] MALCOLM	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	DIXON HOWARD	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	DISTASIO ROBERT	[illegible]	[illegible]	City Of Chicago Police	[illegible]

City Of Chicago [illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
09/30/2013	D STASIO ROBERT	3161	810	City Of Chicago Petty	$1.51
09/30/2013	D STASIO ROBERT	3165	810	City Of Chicago Petty	$151.87
09/30/2013	D STASIO ROBERT	3161	810	City Of Chicago Petty	35.01
09/30/2013	D STASIO ROBERT	3167	810	City Of Chicago Petty	87.67
09/30/2013	D STASIO ROBERT	3165	810	City Of Chicago Petty	$937.50
09/30/2013	D STASIO ROBERT	3165	810	City Of Chicago Petty	39.67
09/30/2013	D STASIO ROBERT	3165	810	City Of Chicago Petty	$1.1
09/30/2013	D STASIO ROBERT	3161	810	City Of Chicago Petty	$913.1
09/30/2013	D STASIO ROBERT	3165	810	City Of Chicago Petty	$1.4
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$1.1.1
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$93.74
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$23.33
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$474.69
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$1.1
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$0.87
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$8.61
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$0.97
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$1.1.11
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$1.31
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$1.11
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$71.12
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$1.71.37
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$93.71
07/08/2013	D PASQUALE SHANNON	3161	120	City Of Chicago Petty	$7.74
07/14/2013	DINKINS JANET	3161		City Of Chicago Petty	$11.19
07/14/2013	DINKINS JANET	3161		City Of Chicago Petty	30.10
12/19/2012	D MAS CONSTANTINOS	3161		City Of Chicago Petty	$165.47
12/19/2012	D MAS CONSTANTINOS	3161		City Of Chicago Petty	$6.12
12/19/2012	D MAS CONSTANTINOS	3161		City Of Chicago Petty	$6.30
12/19/2012	D MAS CONSTANTINOS	3161		City Of Chicago Petty	$21.24
12/19/2012	D MAS CONSTANTINOS	3161		City Of Chicago Petty	$6.12
12/19/2012	D MAS CONSTANTINOS	3161		City Of Chicago Petty	$74.19
12/19/2012	D MAS CONSTANTINOS	3161		City Of Chicago Petty	$71.11

Legend Date	Claimant	Rank	Unit	Insured	Total Value Paid
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$6.50
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$402.64
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$5.40
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$6.61
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$213.63
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$7.47
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$6.50
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$350.56
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$7.67
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$6.10
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$464.32
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$5.12
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$6.57
12/15/2012	D'MAS CONSTANTINOS	9161		City Of Chicago Police	$436.94
02/27/2011	D'MALANTA RENE		025	City Of Chicago Police	$6.[illegible]
02/27/2011	D'MALANTA RENE		025	City Of Chicago Police	$735.41
02/27/2011	D'MALANTA RENE		025	City Of Chicago Police	$5.50
02/27/2011	D'MALANTA RENE		025	City Of Chicago Police	$3.50
09/11/2012	DIGOS CAYLE	9171	169	City Of Chicago Police	$150.70
09/11/2012	DIGOS CAYLE	9171	169	City Of Chicago Police	$5.[illegible]
07/11/2013	DIAZ JR, VICENTE	9161	244	City Of Chicago Police	$384.57
07/11/2013	DIAZ JR, VICENTE	9161	244	City Of Chicago Police	$6.50
07/11/2013	DIAZ JR, VICENTE	9161	244	City Of Chicago Police	$7.72
07/11/2013	DIAZ JR, VICENTE	9161	244	City Of Chicago Police	$6.10
07/11/2013	DIAZ JR, VICENTE	9161	244	City Of Chicago Police	$465.21
07/11/2013	DIAZ JR, VICENTE	9161	244	City Of Chicago Police	$6.50
07/11/2013	DIAZ JR, VICENTE	9161	244	City Of Chicago Police	$7.57
07/11/2013	DIAZ JR, VICENTE	9161	244	City Of Chicago Police	$414.97
07/11/2013	DIAZ JR, VICENTE	9161	244	City Of Chicago Police	$5.00
07/11/2013	DIAZ JR, VICENTE	9161	244	City Of Chicago Police	$7.77
07/11/2013	DIAZ JR, VICENTE	9161	244	City Of Chicago Police	$61.41
07/11/2013	DIAZ JR, VICENTE	9161	244	City Of Chicago Police	$6.62
07/11/2013	DIAZ JR, VICENTE	9161	244	City Of Chicago Police	$1.12

Payment Date	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DIAZ JR, VICENTE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	DEZONNO, DAVID	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	DESAI, RISHI	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	DEPAOLA, MATT	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	DENNIS, ANDRE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	DENAULT, HENRY	[illegible]		City Of Chicago Police	[illegible]
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Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/11/2012	DELVALLE, HENRY	9161		City Of Chicago Police	$0.62
03/11/2012	DELVALLE, HENRY	9161		City Of Chicago Police	$6.50
03/11/2012	DELVALLE, HENRY	9161		City Of Chicago Police	$334.59
03/11/2012	DELVALLE, HENRY	9161		City Of Chicago Police	$6.50
03/11/2012	DELVALLE, HENRY	9161		City Of Chicago Police	$190.69
03/11/2012	DELVALLE, HENRY	9161		City Of Chicago Police	$6.50
01/01/2013	DELLORTO, JOHN	9161	284	City Of Chicago Police	$6.50
01/01/2013	DELLORTO, JOHN	9161	284	City Of Chicago Police	$241.79
01/01/2013	DELLORTO, JOHN	9161	284	City Of Chicago Police	$6.50
01/01/2013	DELLORTO, JOHN	9161	284	City Of Chicago Police	$0.45
01/01/2013	DELLORTO, JOHN	9161	284	City Of Chicago Police	$526.52
01/01/2013	DELLORTO, JOHN	9161	284	City Of Chicago Police	$6.50
01/01/2013	DELLORTO, JOHN	9161	284	City Of Chicago Police	$0.98
01/01/2013	DELLORTO, JOHN	9161	284	City Of Chicago Police	$299.32
01/01/2013	DELLORTO, JOHN	9161	284	City Of Chicago Police	$6.50
01/01/2013	DELLORTO, JOHN	9161	284	City Of Chicago Police	$0.56
01/01/2013	DELLORTO, JOHN	9161	284	City Of Chicago Police	$58.43
01/01/2013	DELLORTO, JOHN	9161	284	City Of Chicago Police	$54.12
08/21/2013	DELGADO, JOHN	9171	024	City Of Chicago Police	$6.50
08/21/2013	DELGADO, JOHN	9171	024	City Of Chicago Police	$15.65
08/21/2013	DELGADO, JOHN	9171	024	City Of Chicago Police	$7.70
08/21/2013	DELGADO, JOHN	9171	024	City Of Chicago Police	$6.50
08/21/2013	DELGADO, JOHN	9171	024	City Of Chicago Police	$635.66
08/21/2013	DELGADO, JOHN	9171	024	City Of Chicago Police	$2.11
08/21/2013	DELGADO, JOHN	9171	024	City Of Chicago Police	$6.50
08/21/2013	DELGADO, JOHN	9171	024	City Of Chicago Police	$174.45
08/21/2013	DELGADO, JOHN	9171	024	City Of Chicago Police	$167.91
08/21/2013	DELGADO, JOHN	9171	024	City Of Chicago Police	$3.27
08/21/2013	DELGADO, JOHN	9171	024	City Of Chicago Police	$6.50
08/21/2013	DELGADO, JOHN	9171	024	City Of Chicago Police	$42.66
07/18/2013	DELANEY, ANDREA	9161		City Of Chicago Police	$112.62
07/18/2013	DELANEY, ANDREA	9161		City Of Chicago Police	$6.50
07/18/2013	DELANEY, ANDREA	9161		City Of Chicago Police	$637.00

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$3.65
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$6.50
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$142.79
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$3.32
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$6.50
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$166.23
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$4.87
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$6.50
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$402.36
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$4.55
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$6.50
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$227.19
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$3.29
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$6.50
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$164.50
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$3.25
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$6.50
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$162.76
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$1.27
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$6.50
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$678.52
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$0.46
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$6.50
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$244.97
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$1.43
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$6.50
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$55.83
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$4.78
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$6.50
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$186.93
09/09/2013	DEJA, DAVID	9171		City Of Chicago Police	$62.58
09/09/2013	DEJA, DAVID	9171		City Of Chicago Police	$6.50
09/09/2013	DEJA, DAVID	9171		City Of Chicago Police	$130.82

Payment Date	Payee	Rate	Unit	Issuer	Total Payment
[illegible]	DEJA DAVID	[illegible]		City Of Chicago Police	[illegible]
[illegible]	DEJA DAVID	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	DECKER MICHAEL	[illegible]	CLT	City Of Chicago Police	[illegible]
[illegible]	DEFELICE RICHARD	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	DEFELICE RICHARD	[illegible]		City Of Chicago Police	[illegible]
[illegible]	DEFELICE RICHARD	[illegible]		City Of Chicago Police	[illegible]
[illegible]	DEFELICE RICHARD	[illegible]		City Of Chicago Police	[illegible]
[illegible]	DEFELICE RICHARD	[illegible]		City Of Chicago Police	[illegible]
[illegible]	DEFELICE RICHARD	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	DEFELICE RICHARD	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	DEFELICE RICHARD	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	DEFELICE RICHARD	[illegible]		City Of Chicago Police	[illegible]
[illegible]	DEFELICE RICHARD	[illegible]		City Of Chicago Police	[illegible]
[illegible]	DEFELICE RICHARD	[illegible]		City Of Chicago Police	[illegible]
[illegible]	DEFELICE RICHARD	[illegible]		City Of Chicago Police	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10/29/2013	JEFFREY M MCMAHO	8/87		[illegible]	57.42
10/29/2013	DAVID ZAMORA	8/87		[illegible]	87.03
10/29/2013	DAVID ZAMORA	8/87		[illegible]	870.21
10/30/2013	DAVID ZAMORA	8/87		[illegible]	737.74
10/30/2013	DAVID ZAMORA	8/87		[illegible]	57.03
10/30/2013	DAVID ZAMORA	8/87		[illegible]	86.03
10/30/2013	DAVID ZAMORA	8/87		[illegible]	79.32
10/30/2013	DAVID ZAMORA	8/87		[illegible]	98.03
10/30/2013	DAVID ZAMORA	8/87		[illegible]	57.87
10/30/2013	DAVID ZAMORA	8/87		[illegible]	810.79
10/30/2013	DAVID ZAMORA	8/87		[illegible]	54.94
10/30/2013	DAVID ZAMORA	8/87		[illegible]	5.[illegible]
10/30/2013	DAVID ZAMORA	8/87		[illegible]	530.87
10/30/2013	DAVID ZAMORA	8/87		[illegible]	6.03
10/24/2013	DAVID G [illegible]	8/87	123	[illegible]	27.03
10/24/2013	DAVID G [illegible]	8/87	123	[illegible]	514.79
10/24/2013	DAVID G [illegible]	8/87	123	[illegible]	55.03
10/24/2013	DAVID G [illegible]	8/87	123	[illegible]	5.03
10/24/2013	DAVID G [illegible]	8/87	123	[illegible]	5[illegible]
10/24/2013	DAVID G [illegible]	8/87	123	[illegible]	27.87
10/24/2013	DAVID G [illegible]	8/87	123	[illegible]	[illegible]
10/24/2013	DAVID [illegible]	8/87	123	[illegible]	5[illegible]
10/24/2013	DAVID [illegible]	8/87	123	[illegible]	58.03
10/24/2013	DAVID [illegible]	8/87	123	[illegible]	5[illegible]
10/24/2013	DAVID [illegible]	8/87	123	[illegible]	86.03
10/24/2013	DAVID [illegible]	8/87	123	[illegible]	5[illegible]
10/24/2013	[illegible]	8/87	123	[illegible]	5[illegible]
10/29/2013	DAVID [illegible]			[illegible]	512.87
10/29/2013	DAVID [illegible]			[illegible]	87.03
10/29/2013	DAVID [illegible]	8/87	123	[illegible]	27.[illegible]
10/30/2013	DAVID [illegible]	8/87	123	[illegible]	4.[illegible]
10/29/2013	[illegible]	8/87	123	[illegible]	8.03
10/29/2013	[illegible]	8/87	123	[illegible]	2.03

[illegible]

Payment Date	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]		[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DARLING VINCENT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DANILOV VADIM	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DANILOV VADIM	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DANILOV VADIM	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DANILOV VADIM	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	DANILOV VADIM	[illegible]	[illegible]	[illegible]	[illegible]

Accident Date	Claimant	Rank	Unit	Payee	Total Amount
08/21/2013	DANILOV VADIM	9161	024	City Of Chicago Police	[illegible]
08/21/2013	DANILOV VADIM	9161	024	City Of Chicago Police	$6.02
08/21/2013	DANILOV VADIM	9161	024	City Of Chicago Police	$6[illegible]
08/21/2013	DANILOV VADIM	9161	[illegible]4	City Of Chicago Police	[illegible]
[illegible] 2013	DANILOV VADIM	[illegible]	024	City Of Chicago Police	[illegible]
[illegible]	DANILOV VADIM	[illegible]	024	City Of Chicago Police	[illegible]
[illegible]	DANILOV VADIM	[illegible]	[illegible]4	City Of Chicago Police	[illegible]
08/30/2013	DANILOV VADIM	[illegible]	024	City Of Chicago Police	$1[illegible]
[illegible] 13	DANILOV VADIM	[illegible]	024	City Of Chicago Police	[illegible]
[illegible] 13	DANILOV VADIM	[illegible]	024	City Of Chicago Police	[illegible]
08/30/2013	DANILOV VADIM	[illegible]	024	City Of Chicago Police	[illegible]
08/30/2013	DANILOV VADIM	[illegible]	024	City Of Chicago Police	[illegible]
08/30/2013	DANILOV VADIM	[illegible]	024	City Of Chicago Police	[illegible]
08/21/2013	DANGLES ROBERT	9161	022	City Of Chicago Police	[illegible]
08/30/2013	DANGLES ROBERT	9161	022	City Of Chicago Police	[illegible]
[illegible]	DANGLES ROBERT	9161	022	City Of Chicago Police	[illegible]
[illegible]	Connelly Dennis M	S	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Connelly Dennis M	S	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Connelly Dennis M	S	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Chagaouri Christine	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Chagaouri Christine	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Chagaouri Christine	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Chagaouri Christine	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Chagaouri Christine	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Chagaouri Christine	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	Chagaouri Christine	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CZARNIK MARK	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CZARNIK MARK	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CZARNIK JACOB	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CZARNIK JACOB	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CZARNIK JACOB	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CZARNIK JACOB	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CYGNAR BRIAN	[illegible]	[illegible]	City Of Chicago Police	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CYGNAR BRIAN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CYGNAR BRIAN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CYGNAR BRIAN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CYGNAR BRIAN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CURRY MICHAEL	[illegible]		[illegible]	[illegible]
[illegible]	CURRY MICHAEL	[illegible]		[illegible]	[illegible]
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[illegible]	CURL EBONY	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	CARL BROWN	[illegible]	144	City Of Chicago Police	[illegible]
[illegible]	CARL BROWN	[illegible]	144	City Of Chicago Police	[illegible]
[illegible]	CARL BROWN	[illegible]	144	City Of Chicago Police	[illegible]
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[illegible]	CROSS JAMES	[illegible]	144	City Of Chicago Police	[illegible]
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Issued Date	Claimant	Rank	Count	Name	Appropriate Amount
[illegible]	CROSS JAMES	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	CROMWELL LEO	[illegible]		[illegible]	[illegible]
[illegible]	CRANSTON, ROBERT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CRANSTON ROBERT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CRANSTON ROBERT	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	CRANE ROBERT	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CRADICK EDWARD	[illegible]		[illegible]	[illegible]
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[illegible]	COURTNEY BRIAN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	COURTNEY BRIAN	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	COTTER STACEY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	COTTER STACEY	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	COTTER STACEY	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	COTTER STACEY	[illegible]	[illegible]	[illegible]	[illegible]

[illegible] Date	Claimant	Rank	[illegible]	Payee	[illegible]
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[illegible]	COTTER STACEY	[illegible]	[illegible]	City Of Chicago Re [illegible]	[illegible]
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[illegible]	COTTER STACEY	[illegible]	[illegible]	City Of Chicago Re [illegible]	[illegible]
[illegible]	COTTER STACEY	[illegible]	[illegible]	City Of Chicago Re [illegible]	[illegible]
[illegible]	COTTER STACEY	[illegible]	[illegible]	City Of Chicago Re [illegible]	[illegible]
[illegible]	COTTER STACEY	[illegible]	[illegible]	City Of Chicago Re [illegible]	[illegible]
[illegible]	COTTER STACEY	[illegible]	[illegible]	City Of Chicago Re [illegible]	[illegible]
[illegible]	COTTER STACEY	[illegible]	[illegible]	City Of Chicago Re [illegible]	[illegible]
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[illegible]	CORONA GUSTAVO	[illegible]		City Of Chicago Re [illegible]	[illegible]
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[illegible]	COOPER STACEY	[illegible]		City Of Chicago Re [illegible]	[illegible]
[illegible]	COOPER STACEY	[illegible]		City Of Chicago Re [illegible]	[illegible]
[illegible]	COOPER RONALD	[illegible]	[illegible]	City Of Chicago Re [illegible]	[illegible]
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[illegible]	COOKSMANN FIELD INGRID	[illegible]		City Of Chicago [illegible]	[illegible]
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[illegible]	COOKSMANN FIELD INGRID	[illegible]		City Of Chicago Re [illegible]	[illegible]

[illegible] Date	Claimant	[illegible]	[illegible]	Payee	[illegible]
[illegible]	COOKSMANN FIELD NORD	[illegible]		City Of Chicago Police	[illegible]
[illegible]	COOKSMANN FIELD NORD	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	COOK DAVID	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	CONWAY [illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	CONROY BRIDGET	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	CONROY BRIDGET	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CONROY BRIDGET	[illegible]		City Of Chicago Police	[illegible]

[illegible]

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$23.21
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$155.22
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$6.50
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$23.21
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$155.22
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$6.50
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$23.21
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$149.41
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$6.50
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$17.85
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$358.28
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$6.50
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$2.23
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$233.20
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$6.50
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$0.36
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$358.28
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$6.50
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$2.23
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$474.88
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$6.50
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$2.41
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$91.23
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$6.50
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$1.10
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$137.56
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$6.50
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$91.23
03/15/2013	COLVIN, SHIRLEY	9165	620	City Of Chicago Police	$6.50
08/02/2013	COLON, ROBERTO	9161	011	City Of Chicago Police	$6.50
08/02/2013	COLON, ROBERTO	9161	011	City Of Chicago Police	$0.96
08/02/2013	COLON, ROBERTO	9161	011	City Of Chicago Police	$147.84
08/02/2013	COLON, ROBERTO	9161	011	City Of Chicago Police	$6.50

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	COLON ROBERTO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	COLON ROBERTO	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	COLON JOSE			[illegible]	[illegible]
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Payment Date	Claimant	Make	License	Payee	Total Payment
[illegible]	COLON JOSE			City Of Chicago Police	[illegible]
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[illegible]	COLLINS JR PHILLIP	[illegible]		City Of Chicago Police	$128.87
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10/24/2012	COLEMAN RAMONA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	COLE, DENSEY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	COLBERT, MICHELE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	COLBERT, MICHELE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	COLBERT, MICHELE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	COLBERT, MICHELE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	COLBERT, MICHELE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	COLBENSON, DANIEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	COLBENSON, DANIEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	COFFEY, FRED	[illegible]		City Of Chicago Police	[illegible]
[illegible]	COFFEY, FRED	[illegible]		City Of Chicago Police	[illegible]
[illegible]	COBB, TORRENCE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CLINTON, SHANTELL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CLINTON, SHANTELL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CLINTON, SHANTELL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CLINTON, SHANTELL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CLINTON, SHANTELL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CLINTON, SHANTELL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CLINKSCALES, PHYLLIS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CLINKSCALES, PHYLLIS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CLINKSCALES, PHYLLIS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CLINKSCALES, PHYLLIS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CLINKSCALES, PHYLLIS	[illegible]	[illegible]	City Of Chicago Police	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] PHYLLIS	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] PHYLLIS	[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CINTRON ANGEL	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CINTRON ANGEL	[illegible]	144	[illegible]	[illegible]
[illegible]	CINTRON ANGEL	[illegible]	144	[illegible]	[illegible]
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[illegible]	GINER CASEY	[illegible]		[illegible]	[illegible]
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[illegible]	GINER CASEY	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] STEVEN	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] STEVEN	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] STEVEN	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] STEVEN	[illegible]		[illegible]	[illegible]
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[illegible]	[illegible] STEVEN	[illegible]		[illegible]	[illegible]
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[illegible]	[illegible] STEVEN	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] STEVEN	[illegible]		[illegible]	[illegible]
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[illegible]	[illegible] STEVEN	[illegible]		[illegible]	[illegible]

[illegible]	Claimant	Rank	Unit	Payee	Total Amount Paid
[illegible]	CIECIEL STEVEN	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CIECIEL STEVEN	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CIECIEL STEVEN	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CIANCIO VINCENT	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CIANCIO VINCENT	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHUDY JEFFREY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHUDY JEFFREY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHUDY JEFFREY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHUDY JEFFREY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHUDY JEFFREY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHUDY JEFFREY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHEN BRIAN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHEN BRIAN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHEN BRIAN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	CHAVOLLA MARIA	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	CHAVOLLA MARIA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		City Of Chicago Police	[illegible]

[illegible] Date	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		[illegible]	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		[illegible]	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		[illegible]	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		[illegible]	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		[illegible]	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		[illegible]	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		[illegible]	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		[illegible]	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		[illegible]	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		[illegible]	[illegible]
[illegible]	CHAVOLLA MARIA	[illegible]		[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	[illegible]	[illegible]

Incident Date	Claimant	Name	Unit	Payee	Amount
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHAVEZ MACARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CHARTON CORP	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CHARTON CORP	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CHARTON CORP	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CHARTON CORP	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CHARTON CORP	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CHARTON CORP	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	CHARTON CORP	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	CHARTON CORP	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CENTENO JOEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]

Rank	[illegible]	[illegible]	[illegible]
9[illegible]	.19	C[illegible]	$[illegible]
4[illegible]	.14	C[illegible]	$[illegible]
5[illegible]	.19	C[illegible]	$[illegible]
6[illegible]	.14	C[illegible]	$[illegible]
6[illegible]	.13	C[illegible]	$[illegible]
7[illegible]	.01	C[illegible]	$[illegible]
5[illegible]	.19	C[illegible]	$[illegible]
4[illegible]	.13	C[illegible]	$[illegible]
9[illegible]	.11	C[illegible]	$[illegible]
9[illegible]	.21	C[illegible]	$[illegible]
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5[illegible]	.13	C[illegible]	$[illegible]
4[illegible]	.11	C[illegible]	$[illegible]
9[illegible]	.19	C[illegible]	$[illegible]
5[illegible]	.11	C[illegible]	$[illegible]
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4[illegible]	.11	C[illegible]	$[illegible]
5[illegible]	.19	C[illegible]	$[illegible]
5[illegible]	.13	C[illegible]	$[illegible]
6[illegible]	.11	C[illegible]	$[illegible]
4[illegible]	.19	C[illegible]	$[illegible]
5[illegible]	.13	C[illegible]	$[illegible]
6[illegible]	.21	C[illegible]	$[illegible]
4[illegible]	.11	C[illegible]	$[illegible]
5[illegible]	.13	C[illegible]	$[illegible]
4[illegible]	.19	C[illegible]	$[illegible]
6[illegible]	.21	C[illegible]	$[illegible]
6[illegible]	.11	C[illegible]	$[illegible]
5[illegible]	.13	C[illegible]	$[illegible]
6[illegible]	.14	C[illegible]	$[illegible]
9[illegible]	.11	C[illegible]	$[illegible]
7[illegible]	.21	C[illegible]	$[illegible]
5[illegible]	.11	C[illegible]	$[illegible]
5[illegible]	.19	C[illegible]	$[illegible]
4[illegible]	.19	C[illegible]	$[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
09/27/2013	QUINTERO JOSE	[illegible]	[illegible]	[illegible]	$0.00
09/27/2013	QUINTERO JOSE	[illegible]	[illegible]	[illegible]	$1.24
09/27/2013	QUINTERO JOSE	[illegible]	[illegible]	[illegible]	$14.00
09/27/2013	QUINTERO JOSE	[illegible]	[illegible]	[illegible]	$1.11
09/30/2013	QUINTERO VINCENT	[illegible]	[illegible]	[illegible]	$110.00
09/30/2013	QUINTERO VINCENT	[illegible]	[illegible]	[illegible]	$0.00
09/30/2013	QUINTERO VINCENT	[illegible]	[illegible]	[illegible]	$115.00
10/01/2013	QUINTERO VINCENT	[illegible]	[illegible]	[illegible]	$1.00
09/30/2013	QUINTERO VINCENT	[illegible]	[illegible]	[illegible]	$0.00
09/30/2013	QUINTERO VINCENT	[illegible]	[illegible]	[illegible]	$0.00
09/30/2013	QUINTERO VINCENT	[illegible]	[illegible]	[illegible]	$0.00
10/01/2013	QUINTERO VINCENT	[illegible]	[illegible]	[illegible]	$69.56
10/14/2013	DAVIS DARYL			[illegible]	$1.47
10/14/2013	DAVIS DARYL			[illegible]	$1.00
10/14/2013	DAVIS DARYL			[illegible]	$333.33
10/14/2013	DAVIS DARYL			[illegible]	$4.00
10/14/2013	DAVIS DARYL			[illegible]	$1.00
10/14/2013	DAVIS DARYL			[illegible]	$1.47
10/14/2013	DAVIS DARYL			[illegible]	$1.00
10/14/2013	DAVIS DARYL			[illegible]	$333.33
10/14/2013	DAVIS DARYL			[illegible]	$1.73
10/14/2013	DAVIS DARYL			[illegible]	$1.00
10/14/2013	DAVIS DARYL			[illegible]	$333.33
10/14/2013	DAVIS DARYL			[illegible]	$1.19
10/14/2013	DAVIS DARYL			[illegible]	$1.51
10/14/2013	DAVIS DARYL			[illegible]	$1.51
10/24/2013	CATLIN JEREMY	[illegible]	JEA	[illegible]	$54.12
09/24/2013	CATLIN JEREMY	[illegible]	JEA	[illegible]	$2.51
09/24/2013	CATLIN JEREMY	[illegible]	JEA	[illegible]	$1.11
09/24/2013	CATLIN JEREMY	[illegible]	JEA	[illegible]	$11.47
09/24/2013	CATLIN JEREMY	[illegible]	JEA	[illegible]	$1.49
09/24/2013	CATLIN JEREMY	[illegible]	JEA	[illegible]	$1.51
10/01/2013	CATLIN JEREMY	[illegible]	JEA	[illegible]	$12.13

[illegible] [illegible]

Payment Date	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
02/24/2013	CATLIN LEROY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/24/2013	CATLIN LEROY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/24/2013	CATLIN LEROY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/24/2013	CATLIN LEROY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/24/2013	CATLIN LEROY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/24/2013	CATLIN LEROY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/24/2013	CATLIN LEROY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/24/2013	CATLIN LEROY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/24/2013	CATLIN LEROY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/24/2013	CATLIN LEROY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/24/2013	CATLIN LEROY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/24/2013	CATLIN LEROY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
02/24/2013	CATLIN LEROY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CATANZARA JR JOHN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CATANZARA JR JOHN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CATANZARA JR JOHN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CATANZARA JR JOHN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CATANZARA JR JOHN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CATANZARA JR JOHN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CATANZARA JR JOHN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]

Payment Date	[illegible]	Rank	Unit	[illegible]	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASTILLO JESUS	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASASANTO PAUL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CASASANTO PAUL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	CARUSO ALFRED	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CARUSO ALFRED	[illegible]		City Of Chicago Police	[illegible]
[illegible]	CARSON DONALD	[illegible]	[illegible]	City Of Chicago Police	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
07/23/2012	CARSON DONALD	9161	113	[illegible]	84.12	
07/23/2012	CARSON DONALD	9161	113	[illegible]	84.12	
07/23/2012	CARSON DONALD	9161	113	[illegible]	84.12	
07/23/2012	CARSON DONALD	9161	113	[illegible]	84.12	
07/23/2012	CARSON DONALD	9161	113	[illegible]	84.12	
07/23/2012	CARROLL JULIAN			[illegible]	84.12	
07/23/2012	CARROLL JULIAN			[illegible]	84.12	
07/23/2012	CARROLL JULIAN			[illegible]	84.12	
07/23/2012	CARROLL JULIAN			[illegible]	84.12	
07/23/2012	CARROLL JULIAN			[illegible]	84.12	
07/23/2012	CARROLL JULIAN			[illegible]	84.12	
07/23/2012	CARROLL JULIAN			[illegible]	84.12	
07/23/2012	CARROLL JULIAN			[illegible]	84.12	
07/23/2012	CARROLL JOSEPH	9164	119	[illegible]	84.12	
07/23/2012	CARROLL JOSEPH	9164	119	[illegible]	84.12	
07/23/2012	CARROLL JOSEPH	9164	119	[illegible]	84.12	
04/23/2012	CAREY DAVID	9167		[illegible]	84.12	
04/23/2012	CAREY DAVID	9167		[illegible]	84.12	
04/23/2012	CAREY DAVID	9167		[illegible]	84.12	
04/23/2012	CANTORE MARC	9168	117	[illegible]	84.12	
07/23/2012	CANTORE MARC	9168	117	[illegible]	84.12	
07/23/2012	CANTORE MARC	9168	117	[illegible]	84.12	
07/23/2012	CANO JESUS	9169	103	[illegible]	84.12	
04/16/2012	CANO DAVID	9169		[illegible]	84.12	
07/23/2012	CANO DAVID	9169		[illegible]	84.12	
04/11/2012	CANO DAVID	9169		[illegible]	84.12	
07/23/2012	CANO DAVID	9169		[illegible]	84.12	
07/23/2012	CANO DAVID	9169		[illegible]	84.12	
07/23/2012	CANO DAVID	9169		[illegible]	84.12	
04/16/2012	CANO DAVID	9169		[illegible]	84.12	
04/16/2012	CANO DAVID	9169		[illegible]	84.12	
07/23/2012	CANO DAVID	9169		[illegible]	84.12	

[illegible]

[illegible]	[illegible] DAVID	[illegible]		[illegible]	[illegible]
[illegible]	CAMPBELL BRIAN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CAMPBELL BRIAN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]2013	CAMPBELL BRIAN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] GALEN	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] GALEN	[illegible]		[illegible]	[illegible]
[illegible]	[illegible] GALEN	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible] WERNER	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CARLE ANGEL	[illegible]		[illegible]	[illegible]
[illegible]	CARLE ANGEL	[illegible]		[illegible]	[illegible]
[illegible]	CARLE ANGEL	[illegible]		[illegible]	[illegible]
[illegible]	CACERES RICHARD	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CACERES RICHARD	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CACERES RICHARD	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CACERES RICHARD	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CACERES RICHARD	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CACERES RICHARD	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CACERES RICHARD	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CACERES RICHARD	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CACERES RICHARD	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CACERES RICHARD	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CACERES RICHARD	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CABRAL ALEJANDRO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CABRAL ALEJANDRO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CABRAL ALEJANDRO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CABRAL ALEJANDRO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CABRAL ALEJANDRO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CABRAL ALEJANDRO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CABRAL ALEJANDRO	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CABRAL ALEJANDRO	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
28 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$6.51
5 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1.34
27 N 2013	CABRAL ALEJANDRO	5701	64	[illegible]	[illegible]	$478.75
26 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1.5
15 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$7.12
27 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$11.17
1 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$5.17
29 N 2013	CABRAL ALEJANDRO	5701	64	[illegible]	[illegible]	$1.17
5 N 2013	CABRAL ALEJANDRO	5701	64	[illegible]	[illegible]	$1,743.93
22 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1.17
11 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$9.97
29 N 2013	CABRAL ALEJANDRO	5701	64	[illegible]	[illegible]	$7.42
22 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$131.16
20 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1.17
25 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1.14
26 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1,419.39
20 N 2013	CABRAL ALEJANDRO	5701	64	[illegible]	[illegible]	$9.97
22 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$7.5
19 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1,758.73
5 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$4.14
19 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1.42
24 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$261.15
27 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$5.17
21 N 2013	CABRAL ALEJANDRO	5701	64	[illegible]	[illegible]	$7.53
19 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1,419.13
1 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1.17
27 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$3.44
1 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1,419.13
19 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$7.97
19 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1.17
4 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1,419.13
13 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1,419.13
19 N 2013	CABRAL ALEJANDRO	5701	144	[illegible]	[illegible]	$1,419.13

[illegible]

[illegible]	Claimant	Rank	[illegible]	[illegible]	[illegible]
[illegible]	CABALLERO RICK	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CABALLERO RICK	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CABALLERO RICK	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CABALLERO RICK	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	CABALLERO RICK	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Brennan Mark T	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Brennan Mark T	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Brennan Mark T	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Brennan Mark T	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Brennan Mark T	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Brennan Mark T	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	Bergeson Michael	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BUTZEN GINA	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BUTZEN GINA	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BUTZEN GINA	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BUTZEN GINA	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BUTZEN GINA	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BUTZEN GINA	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BUTZEN GINA	[illegible]	[illegible]	[illegible]	[illegible]

Payment Date	Claimant	Rank	Unit	Department	Payment Amount
[illegible]	BUTZEN GINA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BUTZEN GINA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURKS JEFFERY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURG JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BURG JASON	[illegible]		City Of Chicago Police	[illegible]

Payment Date	Payee	Rank	Unit	Payer	Total Amount
[illegible]	BURG JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BURG JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BURG JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BURG JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BURG JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BURG JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BURG JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BURG JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BURG JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BURG JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
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[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BURG BRIAN	[illegible]	044	City Of Chicago Police	[illegible]
[illegible]	BUKOWSKI GEORGE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BUKOWSKI GEORGE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BUKOWSKI GEORGE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BUKOWSKI GEORGE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BUKOWSKI GEORGE	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BUKOWSKI GEORGE	[illegible]	[illegible]	City Of Chicago Police	[illegible]

[illegible]

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[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
09/12/2013	BROWN SUSAN	[illegible]	[illegible]	[illegible]	$74.44
08/26/2013	BROWN SUSAN	[illegible]	[illegible]	[illegible]	$74.55
08/27/2013	BROWN SHARON F	[illegible]		[illegible]	$2.77
09/27/2013	BROWN SHARON E	[illegible]		[illegible]	$1.10
09/27/2013	BROWN SHARON F	[illegible]		[illegible]	$274.15
09/27/2013	BROWN SHARON	[illegible]		[illegible]	$7.42
09/27/2013	BROWN SHARON E	[illegible]		[illegible]	$64.14
09/27/2013	BROWN SHARON	[illegible]		[illegible]	$6.17
09/27/2013	BROWN SHARON L	[illegible]		[illegible]	$73.16
09/27/2013	BROWN SHARON	[illegible]		[illegible]	$8.22
09/27/2013	BROWN SHARON F	[illegible]		[illegible]	$8.50
09/27/2013	BROWN SHARON L	[illegible]		[illegible]	$111.32
09/27/2013	BROWN SHARON	[illegible]		[illegible]	$9.43
09/27/2013	BROWN ROBIN	[illegible]		[illegible]	$10.41
09/27/2013	BROWN ROBERT	[illegible]		[illegible]	$.14
09/27/2013	BROWN ROBERT	[illegible]		[illegible]	$4.1
09/26/2013	BROWN ERIC	[illegible]		[illegible]	$4.1
09/26/2013	BROWN ERIC	[illegible]		[illegible]	$170.22
09/26/2013	BROWN ERIC	[illegible]		[illegible]	$71.84
09/24/2013	BROWN ERIC	[illegible]		[illegible]	$4.12
09/24/2013	BROWN ERIC	[illegible]		[illegible]	$740.44
09/24/2013	BROWN ERIC	[illegible]		[illegible]	$74.42
09/23/2013	BROWN ERIC	[illegible]		[illegible]	$8.11
09/23/2013	BROWN ERIC	[illegible]		[illegible]	$130.56
09/23/2013	BROWN ERIC	[illegible]		[illegible]	$29.11
09/19/2013	BROWN JOE	[illegible]		[illegible]	$4.46
09/19/2013	BROWN JOE	[illegible]		[illegible]	$131.27
09/18/2013	BROWN ERIC	[illegible]		[illegible]	$.44.27
09/18/2013	BROWN ERIC	[illegible]		[illegible]	$4.13
09/18/2013	BROWN ERIC	[illegible]		[illegible]	$.44.32
09/18/2013	BROWN ERIC	[illegible]		[illegible]	$49.11
09/18/2013	BROWN ERIC	[illegible]		[illegible]	$4.42
09/17/2013	BROWN JOE	[illegible]		[illegible]	$74.24

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[illegible]	BROWN, ERIC	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BROWN, ERIC	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BROWN, ERIC	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BROWN, ERIC	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BROWN, ERIC	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BROWN, ERIC	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BROWN, ERIC	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BROWN, ERIC	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BROWN, ERIC	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	BROWN, ANTHONY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BROWN, ANTHONY	[illegible]		City Of Chicago Police	[illegible]
02.05.2013	BROWN, ANTHONY	[illegible]		City Of Chicago Police	[illegible]
02.05.2013	BROWN, ANTHONY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BROWN, ANTHONY	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	BROWN-JOHNSON, LOLITA	[illegible]	22	City Of Chicago Police	[illegible]
[illegible]	BROWN-JOHNSON, LOLITA	[illegible]	22	City Of Chicago Police	[illegible]
[illegible]	BROWN-JOHNSON, LOLITA	[illegible]	22	City Of Chicago Police	[illegible]
[illegible]	BROWN-JOHNSON, LOLITA	[illegible]	22	City Of Chicago Police	[illegible]
08.22.2013	BROOKS, EDWARD	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BROOKS, EDWARD	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BROOKS, DERRICK	[illegible]	12	City Of Chicago Police	[illegible]
[illegible]	BROOKS, DERRICK	[illegible]	12	City Of Chicago Police	[illegible]
[illegible]	BROOKS, DERRICK	[illegible]	12	City Of Chicago Police	[illegible]
[illegible]	BROOKS, DERRICK	[illegible]	12	City Of Chicago Police	[illegible]
[illegible]	BROOKS, DERRICK	[illegible]	12	City Of Chicago Police	[illegible]

[illegible] Date	Claimant	Rank	[illegible]	[illegible]	[illegible]
[illegible]	BROOKS, DERRICK	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BROOKS, DERRICK	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BROOKS, DERRICK	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	City Of Chicago Police	[illegible]
[illegible]	BREZINSKI, LARRY	9161	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	9161	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	City Of Chicago Police	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	9161	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	9161	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	City Of Chicago Police	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	9161	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	9161	144	[illegible]	[illegible]
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[illegible]	BREZINSKI, LARRY	9161	144	[illegible]	[illegible]
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[illegible]	BREZINSKI, LARRY	[illegible]	144	[illegible]	[illegible]
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[illegible]	BREZINSKI, LARRY	[illegible]	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	[illegible]	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	City Of Chicago Police	[illegible]
[illegible]	BREZINSKI, LARRY	[illegible]	144	City Of Chicago Police	[illegible]

Incident Date	Claimant	Rank	Unit	Payee	Check Amount
[illegible]	BREZINSKI, LARRY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BREEN, MATTHEW	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BREEN, MATTHEW	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BREEN, MATTHEW	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BREEN, MATTHEW	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BREEN, MATTHEW	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BREEN, MATTHEW	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BOUDREAU, KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BOUDREAU, KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BOUDREAU, KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BOUDREAU, KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BOUDREAU, KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BOUDREAU, KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BOUDREAU, KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BOUDREAU, KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BOUDREAU, KENNETH	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BOUCH, MATTHEW	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BOHCHERS, DANIEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BOONE, RICKY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BOONE, [illegible]	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BOND, WENDY			City Of Chicago Police	[illegible]
[illegible]	BOND, WENDY			City Of Chicago Police	[illegible]
[illegible]	BOND, WENDY			City Of Chicago Police	[illegible]
[illegible]	BOND, WARD	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	BOND, WARD	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BOGGAN, KIMBERLY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BOGGAN, KIMBERLY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BLOMSTRAND, HARRY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BLOMSTRAND, HARRY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BLOMSTRAND, HARRY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BLOMSTRAND, HARRY	[illegible]		City Of Chicago Police	[illegible]

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$6.50
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$0.31
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$179.23
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$6.50
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$0.33
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$179.23
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$6.50
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$0.33
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$65.56
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$6.50
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$0.96
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$179.23
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$0.37
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$6.50
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$195.65
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$0.33
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$6.50
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$179.23
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$0.31
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$6.50
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$165.94
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$0.33
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$6.50
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$179.23
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$0.33
03/29/2013	BLOMSTRAND, HARRY	9161		City Of Chicago Police	$6.50
09/13/2011	BLESSING, LIZETTE	9161		City Of Chicago Police	$6.50
09/13/2011	BLESSING, LIZETTE	9161		City Of Chicago Police	$0.37
09/13/2011	BLESSING, LIZETTE	9161		City Of Chicago Police	$110.91
09/13/2011	BLESSING, LIZETTE	9161		City Of Chicago Police	$6.50
09/13/2011	BLESSING, LIZETTE	9161		City Of Chicago Police	$0.79
09/13/2011	BLESSING, LIZETTE	9161		City Of Chicago Police	$6.50
09/13/2011	BLESSING, LIZETTE	9161		City Of Chicago Police	$600.60

Payment Date	Claimant	Rank	Unit	Payee	[illegible]
05/13/2011	BLESSING, LIZETTE	9161		City Of Chicago Police	$52.57
05/13/2011	BLESSING, YVETTE	9161		City Of Chicago Police	$21.20
06/21/2013	BLANCO, MACRINA	9161	044	City Of Chicago Police	$[illegible]
06/21/2013	BLANCO, MACRINA	9161	044	City Of Chicago Police	$21.83
6/02/2013	BLACKMAN, DANIEL	9161	7	City Of Chicago Police	$[illegible]
6/02/2013	BLACKMAN, DANIEL	9161	007	City Of Chicago Police	$114.35
[illegible]	BLACKMAN, DANIEL	9161	007	City Of Chicago Police	$[illegible]
06/02/2013	BLACKMAN, DANIEL	9161	7	City Of Chicago Police	$100.03
12/03/2012	BINFA, DANIEL	9161	44	City Of Chicago Police	$6.50
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$274.75
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$0.52
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$6.[illegible]
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$274.[illegible]
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$0.52
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$6.50
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$274.75
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$1.04
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$6.[illegible]
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$[illegible]
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$[illegible]
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$6.50
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$274.75
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$0.52
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$6.[illegible]
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$274.[illegible]
12/03/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$0.52
07/31/2013	BLOTT, ROBERT	9161	024	City Of Chicago Police	$[illegible]
07/31/2013	BLOTT, ROBERT	9161	024	City Of Chicago Police	$[illegible]
07/31/2013	BLOTT, ROBERT	9161	024	City Of Chicago Police	$[illegible]
07/31/2013	BLOTT, ROBERT	9161	024	City Of Chicago Police	$[illegible]
07/31/2013	BLOTT, ROBERT	9161	024	City Of Chicago Police	$[illegible]
07/31/2013	BLOTT, ROBERT	9161	024	City Of Chicago Police	$[illegible]
07/31/2013	BLOTT, ROBERT	9161	024	City Of Chicago Police	$[illegible]

[illegible] Date	[illegible] Name	Rank	[illegible]	[illegible]	Total [illegible]
[illegible]	[illegible] ROBERT	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible] ROBERT	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	[illegible] MICHAEL	9161		City Of Chicago Police	[illegible]
[illegible]	[illegible] MICHAEL	9161		City Of Chicago Police	[illegible]
[illegible]	BENFORD ANDRE	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BENFORD ANDRE	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BENFORD ANDRE	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BENFORD ANDRE	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BENFORD ANDRE	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BENFORD ANDRE	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BENFORD ANDRE	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BENFORD ANDRE	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BENFORD ANDRE	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEVIS JOEL	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEVIS JOEL	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEVIS JOEL	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BELL RICHARD	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BELL RICHARD	9161	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	BELL RICHARD	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BELL RICHARD	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BELL RICHARD	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BELL RICHARD	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BELL RICHARD	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BELL KANETHA	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BELL KANETHA	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEDNARCZYK ADAM	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEDNARCZYK ADAM	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEDNARCZYK ADAM	9161	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEDNARCZYK ADAM	9161	[illegible]	City Of Chicago Police	[illegible]

Payment Date	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BEDNARCZYK ADAM	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEDNARCZYK ADAM	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEDNARCZYK ADAM	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEDNARCZYK ADAM	[illegible]	244	City Of Chicago Police	[illegible]
[illegible]	BEDNARCZYK ADAM	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEDNARCZYK ADAM	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEDNARCZYK ADAM	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEDNARCZYK ADAM	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEDNARCZYK ADAM	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BEAL CAROL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BEAL CAROL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BEAL CAROL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	BAUGHNS RONALD	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BAUGHNS RONALD	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BAUGHNS RONALD	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BATTAGLIA CHARLES	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BATTAGLIA CHARLES	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	BATISTA FELIX	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BARSCH STEVEN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BARSCH STEVEN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	BARRY NORA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	BARRY LINDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	BARRY LINDA	[illegible]	[illegible]	City Of Chicago Police	[illegible]

10/16/2013 REPORTS OF COMMITTEES 61545

03/2/2013	BARRY, LINDA	9101	264	City Of Chicago Petty	$100.00
03/2/2013	BARRY, LINDA	9101	264	City Of Chicago Petty	$7.00
03/2/2013	BARRY, LINDA	9101	264	City Of Chicago Petty	$100.00
03/2/2013	BARRY, LINDA	9101	264	City Of Chicago Petty	$7.00
03/2/2013	BARRY, LINDA	9101	264	City Of Chicago Petty	$105.00
03/2/2013	BARRY, LINDA	9101	264	City Of Chicago Petty	$7.00
03/2/2013	BARRY, LINDA	9101	264	City Of Chicago Petty	$7.00
03/2/2013	BARRY, LINDA	9101	264	City Of Chicago Petty	$105.00
03/5/2013	BARNES, DENNIS	9101	512	City Of Chicago Petty	$100.00
03/5/2013	BARNES, DENNIS	9101	771	City Of Chicago Petty	$7.00
03/5/2013	BARNES, DENNIS	9101	771	City Of Chicago Petty	$7.00
03/5/2013	BARNES, DENNIS	9101	771	City Of Chicago Petty	$105.00
03/6/2013	BARNES, DENNIS	9101	722	City Of Chicago Petty	$105.00
03/6/2013	BARNES, DENNIS	9101	512	City Of Chicago Petty	$105.00
03/25/2013	BARNES, DENNIS	9101	771	City Of Chicago Petty	$7.00
03/25/2013	BARNES, DENNIS	9101	771	City Of Chicago Petty	$105.00
03/25/2013	BARNES, DENNIS	9101	771	City Of Chicago Petty	$7.00
03/26/2013	BARNES, DENNIS	9101	512	City Of Chicago Petty	$105.00
03/26/2013	BARNES, DENNIS	9101	772	City Of Chicago Petty	$42.00
03/26/2013	BARNES, DENNIS	9101	772	City Of Chicago Petty	$7.00
03/27/2013	BARNES, DENNIS	9101	772	City Of Chicago Petty	$105.00
03/28/2013	BARNES, DENNIS	9101	772	City Of Chicago Petty	$7.00
04/2/2013	BARANOWSKI, JOHN	9101	24	City Of Chicago Petty	$7.00
04/2/2013	BARANOWSKI, JOHN	9101	24	City Of Chicago Petty	$105.00
04/2/2013	BARANOWSKI, JOHN	9101	24	City Of Chicago Petty	$7.00
04/3/2013	BARANOWSKI, JOHN	9101	24	City Of Chicago Petty	$105.00
04/4/2013	BARANOWSKI, JOHN	9101	24	City Of Chicago Petty	$244.50
04/4/2013	BARANOWSKI, JOHN	9101	24	City Of Chicago Petty	$7.00
04/4/2013	BARANOWSKI, JOHN	9101	24	City Of Chicago Petty	$7.00
04/5/2013	BARANOWSKI, JOHN	9101	24	City Of Chicago Petty	$244.50
04/5/2013	BARANOWSKI, JOHN	9101	24	City Of Chicago Petty	$7.00
04/8/2013	BARANOWSKI, JOHN	9101	24	City Of Chicago Petty	$7.00
04/8/2013	BARANOWSKI, JOHN	9101	24	City Of Chicago Petty	$244.50

[illegible]	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BARANOWSKI, JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BARANOWSKI, JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BARANOWSKI, JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BARANOWSKI, JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BARANOWSKI, JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BARANOWSKI, JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BARANOWSKI, JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BARANOWSKI, JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BARANOWSKI, JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BARANOWSKI, JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BARANOWSKI, JOHN	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	BARAN, JOHN	[illegible]		[illegible]	[illegible]
[illegible]	BARAN, JOHN	[illegible]		[illegible]	[illegible]
[illegible]	BARAN, JOHN	[illegible]		[illegible]	[illegible]
[illegible]	BARAN, JOHN	[illegible]		[illegible]	[illegible]
[illegible]	BARAN, JOHN	[illegible]		[illegible]	[illegible]
[illegible]	BARAN, JOHN	[illegible]		[illegible]	[illegible]
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[illegible]	BARAN, JOHN	[illegible]		[illegible]	[illegible]
[illegible]	BARAN, JOHN	[illegible]		[illegible]	[illegible]
[illegible]	BARAN, JOHN	[illegible]		[illegible]	[illegible]
[illegible]	BARAN, JOHN	[illegible]		[illegible]	[illegible]
[illegible]	BANSLEY, JAMES	[illegible]		[illegible]	[illegible]
[illegible]	BANSLEY, JAMES	[illegible]		[illegible]	[illegible]
[illegible]	BANSLEY, JAMES	[illegible]		[illegible]	[illegible]
[illegible]	BANE, CHRIS	[illegible]		[illegible]	[illegible]
[illegible]	BANE, CHRIS	[illegible]		[illegible]	[illegible]
[illegible]	BANE, CHRIS	[illegible]		[illegible]	[illegible]
[illegible]	BANE, CHRIS	[illegible]		[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
12/31/2012	BAKOPOULOS, JOHN	9161	001	City Of Chicago Police	$6.50
12/31/2012	BAKOPOULOS, JOHN	9161	001	City Of Chicago Police	$146.30
08/07/2012	BAILEY, MONICA	9161		City Of Chicago Police	$74.55
05/13/1996	Ayangoke-Dorsey, Consandra	P	00005	City Of Chicago Police	$62.77
05/13/1996	Ayangoke-Dorsey, Consandra	P	00005	City Of Chicago Police	$1.60
05/13/1996	Ayangoke-Dorsey, Consandra	P	00005	City Of Chicago Police	$6.50
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$0.33
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$177.37
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$177.37
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$0.33
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$6.50
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$177.37
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$0.33
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$6.50
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$177.37
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$0.33
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$6.50
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$177.37
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$0.33
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$6.50
03/05/2013	AYLWARD, PATRICK	9171	018	City Of Chicago Police	$6.50
08/24/2013	AUSTIN, RICHARD	9161	151	City Of Chicago Police	$601.31
08/24/2013	AUSTIN, RICHARD	9161	151	City Of Chicago Police	$6.50
08/24/2013	AUSTIN, RICHARD	9161	151	City Of Chicago Police	$8.79
08/24/2013	AUSTIN, RICHARD	9161	151	City Of Chicago Police	$82.53
08/24/2013	AUSTIN, RICHARD	9161	151	City Of Chicago Police	$6.50
08/24/2013	AUSTIN, RICHARD	9161	151	City Of Chicago Police	$7.28
01/01/2013	ARROYO, JASON	9161	044	City Of Chicago Police	$36.94
01/01/2013	ARROYO, JASON	9161	044	City Of Chicago Police	$0.07
01/01/2013	ARROYO, JASON	9161	044	City Of Chicago Police	$6.50
07/25/2013	ARGUELLO, FANNIE	9161		City Of Chicago Police	$6.50
07/25/2013	ARGUELLO, FANNIE	9161		City Of Chicago Police	$0.80
07/25/2013	ARGUELLO, FANNIE	9161		City Of Chicago Police	$77.37

[illegible]	Claimant	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
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[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
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[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ARGUELLO FANNIE	[illegible]		[illegible]	[illegible]
[illegible]	ANTONACCI KATHLEEN			[illegible]	[illegible]
[illegible]	ANTONACCI KATHLEEN			[illegible]	[illegible]
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[illegible]	ANTONACCI KATHLEEN			[illegible]	[illegible]
[illegible]	ANGUS WILLIAM	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ANGUS WILLIAM	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ANGUS WILLIAM	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ANGUS WILLIAM	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ANGUS WILLIAM	[illegible]	[illegible]	[illegible]	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
01/01/2013	ANGUS ALL AV	5761	193	[illegible]	$4,841.00
01/01/2013	ANGUS ALL AV	4567	191	[illegible]	$5.00
01/01/2013	ANGUS ALL AV	5161	192	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$4,841.00
01/01/2013	ANGUS ALL AV	5161	192	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	191	[illegible]	$10.00
01/01/2013	ANGUS ALL AV	5161	192	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	191	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$4,841.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$10.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	191	[illegible]	$222.00
01/01/2013	ANGUS ALL AV	5161	192	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	192	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$242.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	191	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$4,841.00
01/01/2013	ANGUS ALL AV	5161	192	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	192	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$4,841.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$242.00
01/01/2013	ANGUS ALL AV	5161	191	[illegible]	36.44
01/01/2013	ANGUS ALL AV	5161	192	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	192	[illegible]	$4,841.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$4.00
01/01/2013	ANGUS ALL AV	5161	193	[illegible]	$242.00

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	ANGUS WILLIAM	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	ANGUS WILLIAM	[illegible]	[illegible]	City Of Chicago Police	[illegible]
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[illegible]	ANDREWS JOHN			City Of Chicago Police	[illegible]
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[illegible]	ANDREWS JOHN			City Of Chicago Police	[illegible]
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[illegible]	ANDREWS JOHN			City Of Chicago Police	[illegible]
[illegible]	ANDREWS JOHN			City Of Chicago Police	[illegible]
[illegible]	ANDERSON TRACEY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ANDERSON TRACEY	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	ANDERSON TRACEY	[illegible]		City Of Chicago Police	[illegible]

[illegible]	[illegible]	Rank	[illegible]	[illegible]	[illegible]
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[illegible]	ANDERSON TRACEY	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ANDERSON THEODORE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ANDERSON THEODORE	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ANDERSON THEODORE	[illegible]		City Of Chicago Police	[illegible]
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[illegible]	ANDERSON RORY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ANDERSON RORY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ANDERSON RORY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ANDERSON RORY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ANDERSON RORY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ANDERSON RORY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ANDERSON RORY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ANDERSON RORY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ANDERSON RORY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	AMORELLA MICHAEL	[illegible]		City Of Chicago Police	[illegible]
[illegible]	ALLEN JEFFREY	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ALLEN JEFFREY	[illegible]	[illegible]	City Of Chicago Police	[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
06/17/2013	ALLEN, [illegible]	5[illegible]	116	[illegible]	$[illegible]
06/17/2013	ALLEN, [illegible]	5[illegible]	0[illegible]	[illegible]	$[illegible]
06/17/2013	ALLEN, [illegible]	5[illegible]	0[illegible]	[illegible]	$[illegible]
06/17/2013	ALLEN, [illegible]	[illegible]	0[illegible]	[illegible]	$[illegible]
06/17/2013	ALLEN, [illegible]	5[illegible]	0[illegible]	[illegible]	$[illegible]
06/17/2013	ALLEN, [illegible]	5[illegible]	0[illegible]	[illegible]	$[illegible]
06/17/2013	ALLEN, [illegible]	[illegible]	0[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	5[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	5[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	AL [illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	ALDAHONDO, G[illegible]	[illegible]	[illegible]	[illegible]	$[illegible]
[illegible]	ALDAHONDO, G[illegible]	[illegible]	[illegible]	[illegible]	$[illegible]

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$207.75
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$6.50
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$0.38
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$177.37
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$6.50
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$0.33
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$515.98
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$6.50
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$0.95
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$248.55
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$250.70
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$0.46
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$6.50
04/19/2013	ALANIZ, CHERI	9161		City Of Chicago Police	$6.50
04/19/2013	ALANIZ, CHERI	9161		City Of Chicago Police	$250.00
04/19/2013	ALANIZ, CHERI	9161		City Of Chicago Police	$6.50
04/19/2013	ALANIZ, CHERI	9161		City Of Chicago Police	$542.50
04/19/2013	ALANIZ, CHERI	9161		City Of Chicago Police	$6.50
04/19/2013	ALANIZ, CHERI	9161		City Of Chicago Police	$700.00
04/19/2013	ALANIZ, CHERI	9161		City Of Chicago Police	$6.50
04/19/2013	ALANIZ, CHERI	9161		City Of Chicago Police	$6.50
04/19/2013	ALANIZ, CHERI	9161		City Of Chicago Police	$107.41
04/19/2013	ALANIZ, CHERI	9161		City Of Chicago Police	$139.48
04/19/2013	ALANIZ, CHERI	9161		City Of Chicago Police	$542.50
09/25/2010	AKERSON, WILLIE			City Of Chicago Police	$6.50
09/25/2010	AKERSON, WILLIE			City Of Chicago Police	$862.53
09/25/2010	AKERSON, WILLIE			City Of Chicago Police	$6.50
09/25/2010	AKERSON, WILLIE			City Of Chicago Police	$247.02
09/25/2010	AKERSON, WILLIE			City Of Chicago Police	$6.50
09/25/2010	AKERSON, WILLIE			City Of Chicago Police	$114.00
09/25/2010	AKERSON, WILLIE			City Of Chicago Police	$6.50
09/25/2010	AKERSON, WILLIE			City Of Chicago Police	$296.85
05/31/2013	AGRON, EDWIN	9161	24	City Of Chicago Police	$6.50

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10/01/2013	AGUILAR EDWIN	9101	24	[illegible]	$143.87
10/02/2013	AGUILAR EDWIN	9101	124	[illegible]	$80.00
10/03/2013	AGUILAR EDWIN	9101	124	[illegible]	$80.00
10/04/2013	AGUILAR EDWIN	9101	124	[illegible]	$80.00
10/07/2013	AGUILAR EDWIN	9101	124	[illegible]	$80.00
10/08/2013	AGUILAR EDWIN	9101	124	[illegible]	$80.00
10/09/2013	AGUILAR EDWIN	9101	124	[illegible]	$80.00
10/10/2013	AGUILAR EDWIN	9101	124	[illegible]	$80.00
10/11/2013	ADAMS JR JEROME	9101	124	[illegible]	$80.00
10/11/2013	ADAMS JR JEROME	9101	124	[illegible]	$80.00
10/11/2013	ADAMS JR JEROME	9101	124	[illegible]	$80.00
10/11/2013	ADAMS JR JEROME	9101	124	[illegible]	$80.00
10/02/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/03/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/04/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/07/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/08/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/09/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/10/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/11/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/02/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/03/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/04/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/07/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/08/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/09/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/10/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/11/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/02/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/03/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/04/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/07/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/08/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/09/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/10/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00
10/11/2013	ACOSTA MARIO	9101	124	[illegible]	$80.00

[illegible] Date	[illegible]	[illegible]	[illegible]	[illegible]	Total [illegible]
08/02/2012	ACOSTA MARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
08/02/2012	ACOSTA MARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
08/02/2012	ACOSTA MARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
08/02/2012	ACOSTA MARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
08/02/2012	ACOSTA MARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
08/02/2012	ACOSTA MARIO	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	ACEVEDO RAFAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible]	ACEVEDO RAFAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	ACEVEDO RAFAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	ACEVEDO RAFAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	ACEVEDO RAFAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	ACEVEDO RAFAEL	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	ACEVEDO MARTIN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	ACEVEDO MARTIN	[illegible]	[illegible]	City Of Chicago Police	[illegible]
[illegible] 2013	ABEUERO JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible] 2013	ABEUERO JASON	[illegible]		City Of Chicago Police	[illegible]
[illegible] 2013	ABEUERO JASON	[illegible]		City Of Chicago Police	[illegible]

	Number	Amount
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

(Continued from page 61256)

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 payments are to be drawn in favor of the proper claimants and charged to the following Account Numbers: 100-57-2005-0937; 610-57-4415-0937; 740-57-4415-0937; 100-59-2005-0937; 610-59-4415-0937; and 740-59-4415-0937.

[Regular orders printed on pages 61555 through 61611 of this *Journal*.]

Third Party Orders.
(Each Amount Not To Exceed $1,000.00)

[Or2013-644]

Ordered, That the City Comptroller is authorized and directed to issue payments, each in an amount not to exceed $1,000.00, 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; 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 the 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 the Fire Department and the payments are to be drawn in favor of the proper claimants and charged to the following Account Numbers: 100-57-2005-0937; 610-57-4415-0937; 740-57-4415-0937; 100-59-2005-0937; 610-59-4415-0937; and 740-59-4415-0937.

[Third party orders printed on pages 61612 through 61621 of this *Journal*.]

Police & Fire Regular Orders

	Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
Insured Name1: City Of Chicago Fire						
	01/17/2007	Zanin, Martin	F	00490	City Of Chicago Fire	$2.40
	10/27/2008	YORK, DONALD			City Of Chicago Fire	$7.22
	08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$4.83
	08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$241.91
	08/08/2013	WOJTECKI, KENNETH	8764		City Of Chicago Fire	$6.50
	01/10/2013	WILLIAMS, STEVEN	8728		City Of Chicago Fire	$1,237.85
	04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$6.50
	04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$120.33
	04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$14.41
	04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$1,568.94
	04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$2.41
	04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$6.50
	04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$59.28
	04/16/2009	WHITE, DAVID	8801		City Of Chicago Fire	$138.99
	01/04/2013	WESLANDER, KENNETH	8750		City Of Chicago Fire	$568.81
	01/04/2013	WESLANDER, KENNETH	8750		City Of Chicago Fire	$1,014.54
	01/04/2013	WESLANDER, KENNETH	8750		City Of Chicago Fire	$6.50
	01/04/2013	WESLANDER, KENNETH	8750		City Of Chicago Fire	$1.07
	08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$2,853.14
	08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$6.50
	08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$34.54
	08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$858.38
	08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$588.65
	08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$21.94
	08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$1,157.75
	08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$2.76
	08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$6.50
	08/10/2013	WACH, THOMAS	8801		City Of Chicago Fire	$6.50
	09/29/2005	Venegas, Roy J	F	00457	City Of Chicago Fire	$2,362.45

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
09/29/2005	Venegas, Roy J	F	00457	City Of Chicago Fire	$2,528.21
09/29/2005	Venegas, Roy J	F	00457	City Of Chicago Fire	$6.50
09/29/2005	Venegas, Roy J	F	00457	City Of Chicago Fire	$6.05
09/29/2005	Venegas, Roy J	F	00457	City Of Chicago Fire	$6.50
09/29/2005	Venegas, Roy J	F	00457	City Of Chicago Fire	$15.46
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$158.55
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$6.50
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$3.17
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$1,630.76
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$6.50
07/08/2013	VELLER, CARL	8801		City Of Chicago Fire	$41.68
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$2.40
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$6.50
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$163.85
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$6.50
07/09/2012	VANDERAH, KARL	8801		City Of Chicago Fire	$3,580.22
07/24/2007	Ulreich, Kelly	F	00635	City Of Chicago Fire	$6.62
02/27/2013	TWEEDT, ERIK	8750		City Of Chicago Fire	$2,633.40
02/27/2013	TWEEDT, ERIK	8750		City Of Chicago Fire	$25,155.38
02/27/2013	TWEEDT, ERIK	8750		City Of Chicago Fire	$1,250.20
02/27/2013	TWEEDT, ERIK	8750		City Of Chicago Fire	$93.80
04/21/2013	TAYLOR, KENNETH			City Of Chicago Fire	$3,428.06
04/21/2013	TAYLOR, KENNETH			City Of Chicago Fire	$3,612.41
04/21/2013	TAYLOR, KENNETH			City Of Chicago Fire	$43.73
04/21/2013	TAYLOR, KENNETH			City Of Chicago Fire	$6.50
11/30/1994	Sutton, David	M	00615	City Of Chicago Fire	$1,800.12
11/30/1994	Sutton, David	M	00615	City Of Chicago Fire	$1,120.32
11/30/1994	Sutton, David	M	00615	City Of Chicago Fire	$7.49
11/30/1994	Sutton, David	M	00615	City Of Chicago Fire	$781.20
11/30/1994	Sutton, David	M	00615	City Of Chicago Fire	$6.50
10/25/2001	Sorrentino, Nicholas	F	00367	City Of Chicago Fire	$1,360.44
10/25/2001	Sorrentino, Nicholas	F	00367	City Of Chicago Fire	$74.88
10/04/2001	Sopko, Andrew	E	00357	City Of Chicago Fire	$1.60

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
10/04/2001	Sopko, Andrew	E	00357	City Of Chicago Fire	$62.77
10/04/2001	Sopko, Andrew	E	00357	City Of Chicago Fire	$6.50
09/13/2008	STORCK, RAYMOND			City Of Chicago Fire	$99.07
01/27/2013	STEWART, GORDON	8801		City Of Chicago Fire	$7,034.34
01/27/2013	STEWART, GORDON	8801		City Of Chicago Fire	$1,363.81
01/22/2013	SHELBY, KURT	8801		City Of Chicago Fire	$261.25
01/22/2013	SHELBY, KURT	8801		City Of Chicago Fire	$6.50
01/22/2013	SHELBY, KURT	8801		City Of Chicago Fire	$444.66
01/22/2013	SHELBY, KURT	8801		City Of Chicago Fire	$1,329.34
01/22/2013	SHELBY, KURT	8801		City Of Chicago Fire	$6.50
01/22/2013	SHELBY, KURT	8801		City Of Chicago Fire	$35.00
01/22/2013	SHELBY, KURT	8801		City Of Chicago Fire	$0.41
01/22/2013	SHELBY, KURT	8801		City Of Chicago Fire	$6.50
01/22/2013	SHELBY, KURT	8801		City Of Chicago Fire	$220.32
01/22/2013	SHELBY, KURT	8801		City Of Chicago Fire	$6.50
01/22/2013	SHELBY, KURT	8801		City Of Chicago Fire	$0.49
01/22/2013	SHELBY, KURT	8801		City Of Chicago Fire	$265.12
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$868.04
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$6.50
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$0.88
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$513.14
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$6.50
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$0.96
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$1,587.76
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$470.20
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$1.04
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$6.50
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$557.94
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$0.96
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$6.50
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$513.14
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$0.99
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$525.86
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$1.62
05/14/2013	SERRANO, ROY	8731		City Of Chicago Fire	$6.50
03/18/2013	SENNETT, NEIL	8749		City Of Chicago Fire	$2,366.63
08/04/2008	Ryder, Adam	F	09999	City Of Chicago Fire	$8.74
12/06/2003	Rogus, Andrew	F	00432	City Of Chicago Fire	$14,872.56
07/09/2013	ROLLINS, LARREACE	8731		City Of Chicago Fire	$1,181.81
04/19/2010	RODRIGUEZ, VICTOR	8811		City Of Chicago Fire	$41.68
07/11/2013	RODRIGUEZ, EFRAIN	8731		City Of Chicago Fire	$1,245.60
07/11/2013	RODRIGUEZ, EFRAIN	8731		City Of Chicago Fire	$1,957.12
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$42.83
04/09/2012	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$6.50
03/22/2013	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$25.09
03/22/2013	ROCCASALVA, ROCCO	8811		City Of Chicago Fire	$3,853.59
03/03/2013	ROBINSON, DONALD	8735		City Of Chicago Fire	$16.92
03/03/2013	ROBINSON, DONALD	8735		City Of Chicago Fire	$66.25
03/03/2013	ROBINSON, DONALD	8735		City Of Chicago Fire	$6.50
03/03/2013	ROBINSON, DONALD	8735		City Of Chicago Fire	$0.80
03/03/2013	ROBINSON, DONALD	8735		City Of Chicago Fire	$148.40
03/03/2013	ROBINSON, DONALD	8735		City Of Chicago Fire	$6.50
08/14/2013	REYES, JOSE	8750		City Of Chicago Fire	$6.50
08/14/2013	REYES, JOSE	8750		City Of Chicago Fire	$227.42
08/14/2013	REYES, JOSE	8750		City Of Chicago Fire	$6.50
08/14/2013	REYES, JOSE	8750		City Of Chicago Fire	$53.00
08/14/2013	REYES, JOSE	8750		City Of Chicago Fire	$1,256.13
06/17/2013	REITZ, ANTHONY	8801		City Of Chicago Fire	$3,056.82
01/15/2009	REILLY, REED			City Of Chicago Fire	$2,291.85
09/05/2012	REIDY, DANIEL	8731		City Of Chicago Fire	$1,030.00
05/11/2008	REEVES, CHARLES			City Of Chicago Fire	$7.50
05/11/2008	REEVES, CHARLES			City Of Chicago Fire	$8.74
06/13/2013	RANNOCHIO, STEVEN	8731		City Of Chicago Fire	$101.40
06/13/2013	RANNOCHIO, STEVEN	8731		City Of Chicago Fire	$6.50
06/13/2013	RANNOCHIO, STEVEN	8731		City Of Chicago Fire	$1.20

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
09/13/2013	RAINES, CLAUDE	8731		City Of Chicago Fire	$219.73
09/13/2013	RAINES, CLAUDE	8731		City Of Chicago Fire	$6.50
09/13/2013	RAINES, CLAUDE	8731		City Of Chicago Fire	$2,616.08
05/21/2013	RADDATZ, TIMOTHY	8801		City Of Chicago Fire	$266.00
05/21/2013	RADDATZ, TIMOTHY	8801		City Of Chicago Fire	$27,996.19
07/13/2013	QUINN, CHRISTOPHER	8811		City Of Chicago Fire	$2,744.38
01/14/2005	Patton, John	F	00482	City Of Chicago Fire	$2.67
12/15/2007	Paller, Lawrence	F	00326	City Of Chicago Fire	-$58.12
10/19/2009	PUGH, DONALD	8811		City Of Chicago Fire	$372.07
08/23/2013	PUGH, DONALD	8811		City Of Chicago Fire	$150.40
08/23/2013	PUGH, DONALD	8811		City Of Chicago Fire	$6.50
08/23/2013	PUGH, DONALD	8811		City Of Chicago Fire	$87.91
07/10/2013	POPJOY III, ROBERT	8801		City Of Chicago Fire	$160.72
07/10/2013	POPJOY III, ROBERT	8801		City Of Chicago Fire	$6.50
07/10/2013	POPJOY III, ROBERT	8801		City Of Chicago Fire	$0.30
07/10/2013	POPJOY III, ROBERT	8801		City Of Chicago Fire	$177.37
07/10/2013	POPJOY III, ROBERT	8801		City Of Chicago Fire	$6.50
07/10/2013	POPJOY III, ROBERT	8801		City Of Chicago Fire	$0.33
07/10/2013	POPJOY III, ROBERT	8801		City Of Chicago Fire	$1,156.48
07/10/2013	POPJOY III, ROBERT	8801		City Of Chicago Fire	$69.74
07/10/2013	POPJOY III, ROBERT	8801		City Of Chicago Fire	$6.50
04/12/2013	PINKSTON, SHERRY	8731		City Of Chicago Fire	$1,194.74
09/02/2011	PETERS, KEVIN	8811		City Of Chicago Fire	$1,452.03
07/07/2013	PEACE, BRUCE	8811		City Of Chicago Fire	$1,031.98
09/01/2013	PAVILONIS, STAN	8817		City Of Chicago Fire	$31.00
09/01/2013	PAVILONIS, STAN	8817		City Of Chicago Fire	$6.50
09/05/2013	PATTON, JOHN	8731		City Of Chicago Fire	$6.50
09/05/2013	PATTON, JOHN	8731		City Of Chicago Fire	$6.50
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$6.50
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$3.32
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$206.06
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$4.12
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$166.23
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$3.32
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$6.50
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$166.23
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$3.32
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$166.23
04/14/2013	PASSMORE, WILLIAM	8819		City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$6.50
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$97.03
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$1,099.01
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$3,097.21
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$3,267.25
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$7,737.30
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$10,007.16
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$1,017.31
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$1,732.74
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$1,954.53
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$11,028.59
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$11,028.59
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$10,895.06
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$1,580.15
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$4,709.42
09/20/1979	Owcarz, Gene	F	00439	City Of Chicago Fire	$11,028.59
07/10/2013	OWSIANIAK, DAVID	8819		City Of Chicago Fire	$1,414.96
07/10/2013	OWSIANIAK, DAVID	8819		City Of Chicago Fire	$1,475.00
07/10/2013	OWSIANIAK, DAVID	8819		City Of Chicago Fire	$12,193.99
12/15/2011	ORAHA, MARLINE	8750		City Of Chicago Fire	$253.90
12/15/2011	ORAHA, MARLINE	8750		City Of Chicago Fire	$6.50
12/15/2011	ORAHA, MARLINE	8750		City Of Chicago Fire	$10.32
01/02/2008	Nagle, John	F	00429	City Of Chicago Fire	$8.08
07/30/2012	NUDO III, JOHN	8731		City Of Chicago Fire	$3,085.44
07/05/2013	NIEVES, ANGEL			City Of Chicago Fire	$14.92
07/05/2013	NIEVES, ANGEL			City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/05/2013	NIEVES, ANGEL			City Of Chicago Fire	$583.64
07/05/2013	NIEVES, ANGEL			City Of Chicago Fire	$6.50
07/05/2013	NIEVES, ANGEL			City Of Chicago Fire	$6.50
07/05/2013	NIEVES, ANGEL			City Of Chicago Fire	$44.00
05/07/2008	Morales, Israel	E	00540	City Of Chicago Fire	$76.79
12/19/2001	Martin, Brookie	L	00506	City Of Chicago Fire	$33.93
12/19/2001	Martin, Brookie	L	00506	City Of Chicago Fire	$38.65
12/19/2001	Martin, Brookie	L	00506	City Of Chicago Fire	$6.50
12/19/2001	Martin, Brookie	L	00506	City Of Chicago Fire	$6.50
05/05/2013	MUSE, KENDRICK	8801		City Of Chicago Fire	$6.50
12/20/2012	MUSE, BbARBARA	8801		City Of Chicago Fire	$3,468.75
01/06/2012	MUSE, BARBARA	8801		City Of Chicago Fire	$554.10
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$6.50
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$50.35
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$1.23
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$101.28
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$0.61
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$6.50
02/01/2012	MROZEK, MARTIN	8731		City Of Chicago Fire	$1,440.61
06/13/2013	MORDAN, DAN	8731		City Of Chicago Fire	$6.50
06/13/2013	MORDAN, DAN	8731		City Of Chicago Fire	$283.29
06/13/2013	MORDAN, DAN	8731		City Of Chicago Fire	$0.53
03/30/2012	MOORE, TIMOTHY	8807		City Of Chicago Fire	$1,115.54
04/19/2012	MILLER III, CHARLES	8731		City Of Chicago Fire	$1,223.34
09/14/2013	MIAKUSH, DANIEL	8801		City Of Chicago Fire	$1,305.05
02/20/2012	MC SHANE, SCOTT	8701		City Of Chicago Fire	$6.50
02/20/2012	MC SHANE, SCOTT	8701		City Of Chicago Fire	$5,846.04
02/20/2012	MC SHANE, SCOTT	8701		City Of Chicago Fire	$10.61
02/20/2012	MC SHANE, SCOTT	8701		City Of Chicago Fire	$6.50
02/20/2012	MC SHANE, SCOTT	8701		City Of Chicago Fire	$876.91
02/20/2012	MC SHANE, SCOTT	8701		City Of Chicago Fire	$70.77
08/27/2012	MC SHANE, SCOTT	8701		City Of Chicago Fire	$138.32
08/27/2012	MC SHANE, SCOTT	8701		City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/27/2012	MC SHANE, SCOTT	8701		City Of Chicago Fire	$104.84
08/27/2012	MC SHANE, SCOTT	8701		City Of Chicago Fire	$6.50
08/27/2012	MC SHANE, SCOTT	8701		City Of Chicago Fire	$6.50
08/27/2012	MC SHANE, SCOTT	8701		City Of Chicago Fire	$106.61
08/27/2012	MC SHANE, SCOTT	8701		City Of Chicago Fire	$1,688.25
07/04/2013	MC MEEL, BARRY	8801		City Of Chicago Fire	$1,130.64
08/07/2008	MC CORMICK, BRENDAN	8735		City Of Chicago Fire	$31.77
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$201.90
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$409.72
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$6.50
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$9,990.14
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$6.50
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$0.76
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$6.50
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$29.70
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$1.62
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$6.50
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$63.20
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$0.81
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$6.50
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$31.60
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$0.89
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$6.50
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$34.79
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$1.62
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$6.50
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$63.20
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$5.46
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$6.50
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$213.74
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$4.72
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$6.50
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$184.82

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$0.81
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$6.50
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$31.60
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$0.81
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$6.50
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$31.60
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$2.60
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$6.50
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$101.69
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$5.16
02/11/2013	MC ANDREW, GUY	8701		City Of Chicago Fire	$6.50
07/01/2012	MAGALLON, MIGUEL	8801		City Of Chicago Fire	$3,562.75
12/09/2008	LESCH, ROBERT			City Of Chicago Fire	$47.18
12/09/2008	LESCH, ROBERT			City Of Chicago Fire	$67.94
12/09/2008	LESCH, ROBERT			City Of Chicago Fire	$6.50
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$7.98
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$6.50
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$3,783.47
11/06/2012	KOWALSKI, MARK	8731		City Of Chicago Fire	$332.70
05/24/2013	KELLY, JOSEPH	8728		City Of Chicago Fire	$6.50
05/24/2013	KELLY, JOSEPH	8728		City Of Chicago Fire	$1,635.94
05/24/2013	KELLY, JOSEPH	8728		City Of Chicago Fire	$1,350.00
05/24/2013	KELLY, JOSEPH	8728		City Of Chicago Fire	$95.32
04/07/2011	JOHNSON, THADDEUS	8819		City Of Chicago Fire	$1,473.34
09/08/2013	JOHNSON, EDTISMOND	8801		City Of Chicago Fire	$1,795.77
07/05/2013	IRVING, ANDREW	8801		City Of Chicago Fire	$0.39
07/05/2013	IRVING, ANDREW	8801		City Of Chicago Fire	$6.50
07/05/2013	IRVING, ANDREW	8801		City Of Chicago Fire	$27.41
07/05/2013	IRVING, ANDREW	8801		City Of Chicago Fire	$2,035.55
07/05/2013	IRVING, ANDREW	8801		City Of Chicago Fire	$106.15
07/05/2013	IRVING, ANDREW	8801		City Of Chicago Fire	$6.50
07/05/2013	IRVING, ANDREW	8801		City Of Chicago Fire	$208.88
05/22/2012	INIGUEZ, VINCENT	8801		City Of Chicago Fire	$21.60

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/22/2012	INIGUEZ, VINCENT	8801		City Of Chicago Fire	$6.50
05/22/2012	INIGUEZ, VINCENT	8801		City Of Chicago Fire	$0.55
02/25/2002	Howe, Patrick	C	09999	City Of Chicago Fire	$16.59
02/25/2002	Howe, Patrick	C	09999	City Of Chicago Fire	$3.88
02/25/2002	Howe, Patrick	C	09999	City Of Chicago Fire	$7.50
07/28/2007	Hannon, Sean	F	09999	City Of Chicago Fire	$1,532.44
07/28/2007	Hannon, Sean	F	09999	City Of Chicago Fire	$196.83
07/28/2007	Hannon, Sean	F	09999	City Of Chicago Fire	$6.50
07/28/2007	Hannon, Sean	F	09999	City Of Chicago Fire	$2.39
08/28/2013	HUGUETH, FREIDA	8749		City Of Chicago Fire	$6.50
08/28/2013	HUGUETH, FREIDA	8749		City Of Chicago Fire	$183.63
08/10/2013	HUBER, MICHAEL	8801		City Of Chicago Fire	$1,197.17
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$0.72
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$6.50
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$557.94
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$6.50
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$387.06
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$6.50
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$106.61
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$1.15
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$6.50
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$615.47
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$0.48
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$6.50
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$256.57
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$1.04
05/03/2013	HOFFELT, MICHAEL	8812		City Of Chicago Fire	$6.50
07/29/2013	HIPPS GLENN, DENISE	8750		City Of Chicago Fire	$1,096.63
04/01/2010	HEMESATH, SCOTT	8807		City Of Chicago Fire	$8.38
07/20/2013	HEINRICH, THOMAS	8749		City Of Chicago Fire	$1,831.50
07/29/1997	Gutierrez-Ogar, Bernadette	M	00665	City Of Chicago Fire	$300.30
07/29/1997	Gutierrez-Ogar, Bernadette	M	00665	City Of Chicago Fire	$154.87
07/29/1997	Gutierrez-Ogar, Bernadette	M	00665	City Of Chicago Fire	$1,821.30

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
09/21/2003	Guth, Sarah	M	00652	City Of Chicago Fire	$62.69
09/21/2003	Guth, Sarah	M	00652	City Of Chicago Fire	$94.52
07/30/1997	Grassmuck, Sharisse	M	00642	City Of Chicago Fire	$2,764.06
07/30/1997	Grassmuck, Sharisse	M	00642	City Of Chicago Fire	$6.50
07/30/1997	Grassmuck, Sharisse	M	00642	City Of Chicago Fire	$69.74
09/03/2004	Gilhooly, Brian	L	00529	City Of Chicago Fire	$9.63
09/03/2004	Gilhooly, Brian	L	00529	City Of Chicago Fire	$6.50
09/03/2004	Gilhooly, Brian	L	00529	City Of Chicago Fire	$237.04
06/24/2013	GUTIERREZ, DARCIE	8749		City Of Chicago Fire	$1,815.10
09/10/2013	GRIFFIN, EDWARD	8807		City Of Chicago Fire	$6.50
09/10/2013	GRIFFIN, EDWARD	8807		City Of Chicago Fire	$183.63
11/30/2011	GRICUS, JOHN	8735		City Of Chicago Fire	$209.93
03/07/2013	GREEN, LAWRENCE	8731		City Of Chicago Fire	$1,181.81
01/24/2013	GOMEZ, SCOTT	8749		City Of Chicago Fire	$4,366.06
11/25/2008	GASCA, LEANDRO			City Of Chicago Fire	$93.46
07/25/2013	GARCIA, RONALD	8731		City Of Chicago Fire	$1,065.49
09/11/2013	GAHAGAN, THOMAS	8728		City Of Chicago Fire	$612.14
09/11/2013	GAHAGAN, THOMAS	8728		City Of Chicago Fire	$15.64
09/11/2013	GAHAGAN, THOMAS	8728		City Of Chicago Fire	$6.50
07/17/2013	FOSTER, TIMOTHY	8731		City Of Chicago Fire	$852.43
07/17/2013	FOSTER, TIMOTHY	8731		City Of Chicago Fire	$6.50
07/17/2013	FOSTER, TIMOTHY	8731		City Of Chicago Fire	$65.35
09/06/2010	FERNANDEZ, JOHN	8731		City Of Chicago Fire	$7,931.41
12/17/2012	FARIAS, FRANCISCO	8801		City Of Chicago Fire	$4,308.54
12/17/2012	FARIAS, FRANCISCO	8801		City Of Chicago Fire	$8,646.23
12/17/2012	FARIAS, FRANCISCO	8801		City Of Chicago Fire	$6.50
12/17/2012	FARIAS, FRANCISCO	8801		City Of Chicago Fire	$4,583.55
12/17/2012	FARIAS, FRANCISCO	8801		City Of Chicago Fire	$220.96
08/12/2012	ESTEY JR, JAMES	8731		City Of Chicago Fire	$6.50
02/17/2007	Dunagan, Bridgette	F	09999	City Of Chicago Fire	$25.20
09/05/2013	DURAN, NORA	8750		City Of Chicago Fire	$1,353.90
09/05/2013	DURAN, NORA	8750		City Of Chicago Fire	$6.50
09/05/2013	DURAN, NORA	8750		City Of Chicago Fire	$42.67

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/15/2009	DUNAGAN, BRIDGETTE	8811		City Of Chicago Fire	$12,800.30
08/15/2009	DUNAGAN, BRIDGETTE	8811		City Of Chicago Fire	$1,430.64
08/15/2009	DUNAGAN, BRIDGETTE	8811		City Of Chicago Fire	$2,578.57
08/15/2009	DUNAGAN, BRIDGETTE	8811		City Of Chicago Fire	$17,190.52
07/04/2013	DOBSON, ANTWAN	8731		City Of Chicago Fire	$1,327.91
04/13/2013	DIVER, ELIZABETH	8801		City Of Chicago Fire	$1,712.91
07/21/2013	DANIELS, SABRINA	8801		City Of Chicago Fire	$1,126.52
07/04/2011	DAHM, BRUCE	8731		City Of Chicago Fire	$1,066.33
12/06/2004	Collins, John	F	00320	City Of Chicago Fire	$0.78
12/06/2004	Collins, John	F	00320	City Of Chicago Fire	$6.50
12/06/2004	Collins, John	F	00320	City Of Chicago Fire	$30.54
12/06/2004	Collins, John	F	00320	City Of Chicago Fire	$43.87
12/06/2004	Collins, John	F	00320	City Of Chicago Fire	$6.50
12/06/2004	Collins, John	F	00320	City Of Chicago Fire	$112.00
12/06/2004	Collins, John	F	00320	City Of Chicago Fire	$4.25
12/06/2004	Collins, John	F	00320	City Of Chicago Fire	$6.50
12/06/2004	Collins, John	F	00320	City Of Chicago Fire	$166.11
12/06/2004	Collins, John	F	00320	City Of Chicago Fire	$1.35
12/06/2004	Collins, John	F	00320	City Of Chicago Fire	$6.50
12/06/2004	Collins, John	F	00320	City Of Chicago Fire	$1,716.77
03/24/2008	Ciara, Michael	P	00003	City Of Chicago Fire	$2,717.47
03/24/2008	Ciara, Michael	P	00003	City Of Chicago Fire	$1,548.63
07/27/2013	CURTIN, WILLIAM	8728		City Of Chicago Fire	$6,244.64
07/12/2013	CORNELL, ARNETT	8811		City Of Chicago Fire	$1,268.41
07/12/2013	CORNELL, ARNETT	8811		City Of Chicago Fire	$6.50
07/12/2013	CORNELL, ARNETT	8811		City Of Chicago Fire	$393.68
07/12/2013	CORNELL, ARNETT	8811		City Of Chicago Fire	$54.12
07/12/2013	CORNELL, ARNETT	8811		City Of Chicago Fire	$0.99
07/12/2013	CORNELL, ARNETT	8811		City Of Chicago Fire	$6.50
07/12/2013	CORNELL, ARNETT	8811		City Of Chicago Fire	$531.06
07/12/2013	CORNELL, ARNETT	8811		City Of Chicago Fire	$6.50
07/20/2013	COOPER, JAMAL	8801		City Of Chicago Fire	$4.01
07/20/2013	COOPER, JAMAL	8801		City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/20/2013	COOPER, JAMAL	8801		City Of Chicago Fire	$52.30
07/20/2013	COOPER, JAMAL	8801		City Of Chicago Fire	$1,001.45
07/16/2013	COLLINS, JOHN	8749		City Of Chicago Fire	$1,280.42
02/04/2013	COLEMAN, JAMES	8801		City Of Chicago Fire	$1,257.20
05/18/2010	CLAY, LARRY	8807		City Of Chicago Fire	$9.40
08/29/2013	CLARK, GRADY	8801		City Of Chicago Fire	$1,016.34
07/05/2013	CHVAL, MELISSA	8801		City Of Chicago Fire	$2.14
07/05/2013	CHVAL, MELISSA	8801		City Of Chicago Fire	$6.50
07/05/2013	CHVAL, MELISSA	8801		City Of Chicago Fire	$1,154.12
05/11/2013	CHIKEROTIS, STEVE	8764		City Of Chicago Fire	$5,148.71
03/28/2013	CHAVERS, JEFFREY	8801		City Of Chicago Fire	$1,005.76
03/28/2013	CHAVERS, JEFFREY	8801		City Of Chicago Fire	$255.36
08/05/2013	CERRITO, BRANDON	8819		City Of Chicago Fire	$1,003.50
12/26/2008	CENITI, STEFAN			City Of Chicago Fire	$30.57
01/30/2013	CEGIELSKI, JOHN	8807		City Of Chicago Fire	$6,586.65
01/30/2013	CEGIELSKI, JOHN	8807		City Of Chicago Fire	$1,199.68
09/09/2013	CAVALIGOS, NICHOLAS	8817		City Of Chicago Fire	$31.97
09/09/2013	CAVALIGOS, NICHOLAS	8817		City Of Chicago Fire	$68.70
09/09/2013	CAVALIGOS, NICHOLAS	8817		City Of Chicago Fire	$6.50
09/09/2013	CAVALIGOS, NICHOLAS	8817		City Of Chicago Fire	$6.50
09/09/2013	CAVALIGOS, NICHOLAS	8817		City Of Chicago Fire	$50.82
09/09/2013	CAVALIGOS, NICHOLAS	8817		City Of Chicago Fire	$24.80
08/19/2013	CASTRO, JANET	8750		City Of Chicago Fire	$6.50
08/19/2013	CASTRO, JANET	8750		City Of Chicago Fire	$38.48
08/19/2013	CASTRO, JANET	8750		City Of Chicago Fire	$1,054.28
01/12/2010	CARBONNEAU, THOMAS	8735		City Of Chicago Fire	$13.96
01/12/2010	CARBONNEAU, THOMAS	8735		City Of Chicago Fire	$6.50
01/12/2010	CARBONNEAU, THOMAS	8735		City Of Chicago Fire	$344.00
12/20/2012	CAHILL, DENNIS	8735		City Of Chicago Fire	$6.50
12/20/2012	CAHILL, DENNIS	8735		City Of Chicago Fire	$53.82
12/20/2012	CAHILL, DENNIS	8735		City Of Chicago Fire	$6.50
12/20/2012	CAHILL, DENNIS	8735		City Of Chicago Fire	$4.87
12/20/2012	CAHILL, DENNIS	8735		City Of Chicago Fire	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
03/27/2009	BYRNE, JAMES	8733		City Of Chicago Fire	$432.29
01/26/2010	BURKE SR, MARK	8801		City Of Chicago Fire	$20.60
01/26/2010	BURKE SR, MARK	8801		City Of Chicago Fire	$21.49
08/05/2013	BRADY, MATTHEW	8811		City Of Chicago Fire	$69.74
08/05/2013	BRADY, MATTHEW	8811		City Of Chicago Fire	$258.56
08/05/2013	BRADY, MATTHEW	8811		City Of Chicago Fire	$6.50
08/05/2013	BRADY, MATTHEW	8811		City Of Chicago Fire	$3.13
08/05/2013	BRADY, MATTHEW	8811		City Of Chicago Fire	$6.50
08/05/2013	BRADY, MATTHEW	8811		City Of Chicago Fire	$1,192.39
08/05/2013	BRADY, MATTHEW	8811		City Of Chicago Fire	$594.66
08/05/2013	BRADY, MATTHEW	8811		City Of Chicago Fire	$6.50
08/05/2013	BRADY, MATTHEW	8811		City Of Chicago Fire	$297.33
08/05/2013	BRADY, MATTHEW	8811		City Of Chicago Fire	$6.50
05/10/2013	BOLDEN, CHRITOPHER	8801		City Of Chicago Fire	$1,072.93
05/10/2013	BOLDEN, CHRITOPHER	8801		City Of Chicago Fire	$1,278.12
12/13/2009	BIGOTT, ADRIAN	8817		City Of Chicago Fire	$12.18
08/28/2013	BAILEY, PATRICK	8801		City Of Chicago Fire	$6.50
08/28/2013	BAILEY, PATRICK	8801		City Of Chicago Fire	$5,323.21
08/28/2013	BAILEY, PATRICK	8801		City Of Chicago Fire	$50.08
08/05/2013	BAILEY, KIMBERLY	8750		City Of Chicago Fire	$12.92
08/05/2013	BAILEY, KIMBERLY	8750		City Of Chicago Fire	$6.50
08/05/2013	BAILEY, KIMBERLY	8750		City Of Chicago Fire	$1,067.60
05/22/2008	Altman, James	C	00353	City Of Chicago Fire	$25.44
09/17/2013	AVANTS, JARRY	8801		City Of Chicago Fire	$3.84
09/17/2013	AVANTS, JARRY	8801		City Of Chicago Fire	$6.50
09/17/2013	AVANTS, JARRY	8801		City Of Chicago Fire	$150.33
04/14/2013	ARTIS, ANTONIO	8801		City Of Chicago Fire	$572.26
04/14/2013	ARTIS, ANTONIO	8801		City Of Chicago Fire	$6.50
04/14/2013	ARTIS, ANTONIO	8801		City Of Chicago Fire	$14.62
06/28/2013	ALVARADO, RAUL	8731		City Of Chicago Fire	$6,331.15
07/18/2013	ALLEN, ALPHONSO	8750		City Of Chicago Fire	$6.50
04/18/2013	ALAMO, ROBERTO	8731		City Of Chicago Fire	$3,165.10
09/16/2013	AIKENS, BRADLEY	8735		City Of Chicago Fire	$6.50

	Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
	09/16/2013	AIKENS, BRADLEY	8735		City Of Chicago Fire	$16.03
	09/16/2013	AIKENS, BRADLEY	8735		City Of Chicago Fire	$6.50
	09/16/2013	AIKENS, BRADLEY	8735		City Of Chicago Fire	$47.15
	09/16/2013	AIKENS, BRADLEY	8735		City Of Chicago Fire	$627.43
	Number	Amount				
Total:	462	$451,110.39				
Insured Name1: City Of Chicago Police						
	04/16/2013	YOUNG, CHRISTOPHER	9161		City Of Chicago Police	$1.99
	04/16/2013	YOUNG, CHRISTOPHER	9161		City Of Chicago Police	$135.77
	04/16/2013	YOUNG, CHRISTOPHER	9161		City Of Chicago Police	$6.50
	01/08/2007	Woznicki, Robert A	P	00016	City Of Chicago Police	$1,727.55
	01/08/2007	Woznicki, Robert A	P	00016	City Of Chicago Police	$138.58
	08/10/2008	Weston, Robert A	P	00050	City Of Chicago Police	$30.46
	09/17/2008	Wallscetti, Adrian S	P	00025	City Of Chicago Police	$42.98
	09/17/2008	Wallscetti, Adrian S	P	00025	City Of Chicago Police	$2.09
	03/09/2013	WOLOSZYNSKI, THOMAS	9161		City Of Chicago Police	$2,452.87
	07/02/2013	WITULSKI, TODD	9161		City Of Chicago Police	$9,057.59
	09/03/2009	WILLIAMS, RICKEY	9161	006	City Of Chicago Police	$7.37
	08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$11.41
	08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$1,945.23
	08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$1,516.08
	08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$6.50
	08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$281.23
	08/12/2012	WILLIAMS, KELLI	9161		City Of Chicago Police	$1,922.60
	04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$0.51
	04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$1.44
	04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$6.50
	04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$769.71
	04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$6.50
	04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$273.30
	04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$0.40
	04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$6.50
	04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$215.77

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/17/2012	WILLIAMS, ELIZABETH	9161	008	City Of Chicago Police	$171.41
03/20/2012	WHITESIDE, PERRY	9161		City Of Chicago Police	$3,000.00
04/14/2013	WHITE, HARRIET	9161		City Of Chicago Police	$1,005.76
08/08/2009	WESSELHOFF, MARK	9161	012	City Of Chicago Police	-$1.96
08/11/2011	WEBB, MICHAEL	9161		City Of Chicago Police	$6.50
08/11/2011	WEBB, MICHAEL	9161		City Of Chicago Police	$101.84
08/11/2011	WEBB, MICHAEL	9161		City Of Chicago Police	$1,468.39
08/11/2011	WEBB, MICHAEL	9161		City Of Chicago Police	$1,115.70
09/13/2013	WATTS IV, VAN	9161	151	City Of Chicago Police	$6.50
09/13/2013	WATTS IV, VAN	9161	151	City Of Chicago Police	$183.63
09/13/2013	WATTS IV, VAN	9161	151	City Of Chicago Police	$38.22
09/13/2013	WATTS IV, VAN	9161	151	City Of Chicago Police	$6.50
09/13/2013	WATTS IV, VAN	9161	151	City Of Chicago Police	$47.15
09/13/2013	WATTS IV, VAN	9161	151	City Of Chicago Police	$6.50
05/27/2013	WALTHALL, MARKUS	9161	044	City Of Chicago Police	$59.28
05/27/2013	WALTHALL, MARKUS	9161	044	City Of Chicago Police	$6.50
05/27/2013	WALTHALL, MARKUS	9161	044	City Of Chicago Police	$2.41
05/27/2013	WALTHALL, MARKUS	9161	044	City Of Chicago Police	$562.56
05/27/2013	WALTHALL, MARKUS	9161	044	City Of Chicago Police	$39.16
05/27/2013	WALTHALL, MARKUS	9161	044	City Of Chicago Police	$6.50
09/15/2013	WALSH JR, THOMAS	9171	001	City Of Chicago Police	$32.57
09/15/2013	WALSH JR, THOMAS	9171	001	City Of Chicago Police	$6.50
09/15/2013	WALSH JR, THOMAS	9171	001	City Of Chicago Police	$0.39
11/14/2012	WALKER, DARICE	9161	044	City Of Chicago Police	$1,248.34
07/10/2013	WALKER, ANDREA	9161	192	City Of Chicago Police	$6.50
07/10/2013	WALKER, ANDREA	9161	192	City Of Chicago Police	$330.44
02/14/2009	WAGNER, RYAN	9161	025	City Of Chicago Police	$8.16
07/22/2013	WAGNER, MATTHEW	9161		City Of Chicago Police	$1,160.42
06/04/2013	WADE, MARCUS	9161		City Of Chicago Police	$1,371.69
06/04/2013	WADE, MARCUS	9161		City Of Chicago Police	$1,403.86
07/25/2008	Velez, Jaime	P	00013	City Of Chicago Police	$1.49
01/09/1997	Vanvegten, Andre H	P	09999	City Of Chicago Police	$1,840.84
01/09/1997	Vanvegten, Andre H	P	09999	City Of Chicago Police	$749.10

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
01/09/1997	Vanvegten, Andre H	P	09999	City Of Chicago Police	$1,466.51
04/18/2008	Vabakos, Elaine	P	00025	City Of Chicago Police	$2.14
04/03/2013	VIVERITO, VINCENT	9171		City Of Chicago Police	$1,121.57
08/27/2013	VITCA, FELICIAN	9161		City Of Chicago Police	$1,551.53
03/24/2013	VILLANUEVA, SUSANA	9161	012	City Of Chicago Police	$37.62
03/24/2013	VILLANUEVA, SUSANA	9161	012	City Of Chicago Police	$6.50
08/26/2013	VARGAS, DANIEL	9161	019	City Of Chicago Police	$717.65
08/26/2013	VARGAS, DANIEL	9161	019	City Of Chicago Police	$6.50
05/02/2012	VARGAS JR, RODOLFO	9171	08	City Of Chicago Police	$6.50
05/02/2012	VARGAS JR, RODOLFO	9171	08	City Of Chicago Police	$6.50
05/02/2012	VARGAS JR, RODOLFO	9171	08	City Of Chicago Police	$71.36
05/02/2012	VARGAS JR, RODOLFO	9171	08	City Of Chicago Police	$2,792.13
05/27/2013	VALENTIN, ANTONIO	9161	313	City Of Chicago Police	$1,099.45
05/27/2013	VALENTIN, ANTONIO	9161	313	City Of Chicago Police	$6.50
05/27/2013	VALENTIN, ANTONIO	9161	313	City Of Chicago Police	$1,114.88
05/27/2013	VALENTIN, ANTONIO	9161	313	City Of Chicago Police	$69.74
08/25/2010	URBAN, ANETA	9161	044	City Of Chicago Police	$0.28
08/25/2010	URBAN, ANETA	9161	044	City Of Chicago Police	$6.50
08/25/2010	URBAN, ANETA	9161	044	City Of Chicago Police	$148.90
06/14/2013	UGARTE, RENE	9161		City Of Chicago Police	$69.74
06/14/2013	UGARTE, RENE	9161		City Of Chicago Police	$6.50
08/29/2013	TURNER, RONALD	9161	008	City Of Chicago Police	$6.50
08/29/2013	TURNER, RONALD	9161	008	City Of Chicago Police	$11.12
08/29/2013	TURNER, RONALD	9161	008	City Of Chicago Police	$918.43
12/24/2012	TREVINO JR, HERIBERTO	9161		City Of Chicago Police	$3,231.12
12/24/2012	TREVINO JR, HERIBERTO	9161		City Of Chicago Police	$9.51
12/24/2012	TREVINO JR, HERIBERTO	9161		City Of Chicago Police	$6.50
12/24/2012	TREVINO JR, HERIBERTO	9161		City Of Chicago Police	$5.86
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$251.44
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$0.25
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$6.50
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$134.43
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$0.96

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$6.50
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$65.56
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$0.25
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$6.50
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$134.43
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$0.25
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$6.50
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$134.43
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$0.25
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$6.50
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$134.43
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$0.25
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$0.47
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$134.43
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$6.50
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$0.25
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$134.43
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$6.50
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$0.47
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$251.44
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$6.50
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$0.47
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$6.50
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$251.44
04/21/2013	TRAYNOR, FRANK	9171	009	City Of Chicago Police	$6.50
06/07/2013	TRACY, PATRICK	9161		City Of Chicago Police	$6.50
06/07/2013	TRACY, PATRICK	9161		City Of Chicago Police	$102.62
06/07/2013	TRACY, PATRICK	9161		City Of Chicago Police	$4.17
06/07/2013	TRACY, PATRICK	9161		City Of Chicago Police	$141.03
06/07/2013	TRACY, PATRICK	9161		City Of Chicago Police	$6.50
06/07/2013	TRACY, PATRICK	9161		City Of Chicago Police	$10.15
06/07/2013	TRACY, PATRICK	9161		City Of Chicago Police	$159.53
06/07/2013	TRACY, PATRICK	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/07/2013	TRACY, PATRICK	9161		City Of Chicago Police	$147.70
06/07/2013	TRACY, PATRICK	9161		City Of Chicago Police	$6.50
06/07/2013	TRACY, PATRICK	9161		City Of Chicago Police	$4.04
09/20/2009	TRAAN, GUAM	9161	001	City Of Chicago Police	$1.39
06/07/2013	TOWNSEND, SHELLEY	9161		City Of Chicago Police	$1,466.69
06/07/2013	TOWNSEND, SHELLEY	9161		City Of Chicago Police	$1,064.22
06/07/2013	TOWNSEND, SHELLEY	9161		City Of Chicago Police	$1,064.22
02/28/2013	TOVAR, RIGOBERTO	9161	044	City Of Chicago Police	$6.50
02/28/2013	TOVAR, RIGOBERTO	9161	044	City Of Chicago Police	$0.39
02/28/2013	TOVAR, RIGOBERTO	9161	044	City Of Chicago Police	$207.84
04/14/2013	TOBIAS, ADELA	9161	018	City Of Chicago Police	$66.25
04/14/2013	TOBIAS, ADELA	9161	018	City Of Chicago Police	$1,155.36
04/14/2013	TOBIAS, ADELA	9161	018	City Of Chicago Police	$1,041.10
04/14/2013	TOBIAS, ADELA	9161	018	City Of Chicago Police	$6.50
04/14/2013	TOBIAS, ADELA	9161	018	City Of Chicago Police	$0.80
01/12/2013	TIERNEY, KERRY	9161	017	City Of Chicago Police	$0.31
01/12/2013	TIERNEY, KERRY	9161	017	City Of Chicago Police	$6.50
01/12/2013	TIERNEY, KERRY	9161	017	City Of Chicago Police	$164.07
01/12/2013	TIERNEY, KERRY	9161	017	City Of Chicago Police	$0.31
01/12/2013	TIERNEY, KERRY	9161	017	City Of Chicago Police	$6.50
01/12/2013	TIERNEY, KERRY	9161	017	City Of Chicago Police	$163.73
01/12/2013	TIERNEY, KERRY	9161	017	City Of Chicago Police	$0.32
01/12/2013	TIERNEY, KERRY	9161	017	City Of Chicago Police	$6.50
01/12/2013	TIERNEY, KERRY	9161	017	City Of Chicago Police	$170.96
07/25/2013	THREATT, KEITH	9161	001	City Of Chicago Police	$1.65
07/25/2013	THREATT, KEITH	9161	001	City Of Chicago Police	$6.50
07/25/2013	THREATT, KEITH	9161	001	City Of Chicago Police	$870.28
08/31/2013	TERNAND, BRANDON	9161		City Of Chicago Police	$1,031.99
07/28/2013	TELLEZ, NORA	9161		City Of Chicago Police	$3.91
07/28/2013	TELLEZ, NORA	9161		City Of Chicago Police	$207.39
07/28/2013	TELLEZ, NORA	9161		City Of Chicago Police	$6.50
07/28/2013	TELLEZ, NORA	9161		City Of Chicago Police	$0.38
07/28/2013	TELLEZ, NORA	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/28/2013	TELLEZ, NORA	9161		City Of Chicago Police	$266.16
07/28/2013	TELLEZ, NORA	9161		City Of Chicago Police	$42.04
07/28/2013	TELLEZ, NORA	9161		City Of Chicago Police	$6.50
07/28/2013	TELLEZ, NORA	9161		City Of Chicago Police	$1,035.59
10/15/2010	TAYLOR, ERIC	9161		City Of Chicago Police	$47.75
04/05/2009	TANG, WILLIAM	9161	024	City Of Chicago Police	$40.61
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$0.80
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$6.50
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$66.25
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$1.23
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$6.50
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$101.28
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$544.07
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$6.50
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$1.01
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$755.34
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$6.50
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$1.40
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$876.15
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$6.50
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$1.65
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$900.94
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$6.50
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$1.67
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$916.10
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$1,230.00
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$1.72
11/27/2012	TAITT, JOHN	9161	003	City Of Chicago Police	$6.50
09/27/1994	Strocchia, Catherine	P	00010	City Of Chicago Police	$6.50
10/02/2007	Silva, Ramon	P	00010	City Of Chicago Police	$40.53
10/02/2007	Silva, Ramon	P	00010	City Of Chicago Police	$553.30
02/19/2008	Schwab, John J	P	00153	City Of Chicago Police	$1.04
02/19/2008	Schwab, John J	P	00153	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/19/2008	Schwab, John J	P	00153	City Of Chicago Police	$65.56
02/19/2008	Schwab, John J	P	00153	City Of Chicago Police	$0.96
02/19/2008	Schwab, John J	P	00153	City Of Chicago Police	$6.50
02/19/2008	Schwab, John J	P	00153	City Of Chicago Police	$556.64
01/09/2008	Santana, Yolanda	P	00002	City Of Chicago Police	$4.40
11/01/2008	Salvage, Donna	P	00024	City Of Chicago Police	$13.32
02/04/2010	SZURA, WILLIAM	9169	055	City Of Chicago Police	$47.23
11/15/2011	SYKES, CHARLES	9161	044	City Of Chicago Police	$15,670.69
05/13/2013	SWOBODA, JANET	9161	050	City Of Chicago Police	$1,377.29
08/31/2013	SWAIN, JENNIFER	9152		City Of Chicago Police	$35.67
08/31/2013	SWAIN, JENNIFER	9152		City Of Chicago Police	$6.50
09/06/2009	STUBBS, LARRY	9161		City Of Chicago Police	$7.15
04/02/2013	STOYIAS, THOMAS	9161		City Of Chicago Police	$149.25
04/02/2013	STOYIAS, THOMAS	9161		City Of Chicago Police	$6.50
04/02/2013	STOYIAS, THOMAS	9161		City Of Chicago Police	$137.08
04/02/2013	STOYIAS, THOMAS	9161		City Of Chicago Police	$6.50
04/02/2013	STOYIAS, THOMAS	9161		City Of Chicago Police	$743.14
04/02/2013	STOYIAS, THOMAS	9161		City Of Chicago Police	$6.50
04/02/2013	STOYIAS, THOMAS	9161		City Of Chicago Police	$30.16
04/02/2013	STOYIAS, THOMAS	9161		City Of Chicago Police	$2,700.00
04/02/2013	STOYIAS, THOMAS	9161		City Of Chicago Police	$4,522.20
01/29/2012	STEVENS, MATTHEW	9161		City Of Chicago Police	$0.80
01/29/2012	STEVENS, MATTHEW	9161		City Of Chicago Police	$6.50
01/29/2012	STEVENS, MATTHEW	9161		City Of Chicago Police	$66.25
01/29/2012	STEVENS, MATTHEW	9161		City Of Chicago Police	$178.25
01/29/2012	STEVENS, MATTHEW	9161		City Of Chicago Police	$2.15
01/29/2012	STEVENS, MATTHEW	9161		City Of Chicago Police	$6.50
02/02/2010	STEPHANY, RAYMOND		008	City Of Chicago Police	$1,644.83
02/02/2010	STEPHANY, RAYMOND		008	City Of Chicago Police	$6.50
02/02/2010	STEPHANY, RAYMOND		008	City Of Chicago Police	$556.32
02/02/2010	STEPHANY, RAYMOND		008	City Of Chicago Police	$14.22
02/02/2010	STEPHANY, RAYMOND		008	City Of Chicago Police	$74.55
02/07/2013	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$35.10

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/07/2013	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$4,890.13
02/07/2013	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$67.29
02/07/2013	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$6.50
02/07/2013	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$69.74
02/07/2013	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$6.50
02/07/2013	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$6.50
02/07/2013	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$0.80
02/07/2013	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$1,488.32
02/07/2013	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$66.25
09/18/2013	STARK, ADAM			City Of Chicago Police	$6.50
09/18/2013	STARK, ADAM			City Of Chicago Police	$35.79
09/01/2013	SPEARS, JUNE	9161		City Of Chicago Police	$167.61
09/01/2013	SPEARS, JUNE	9161		City Of Chicago Police	$2.03
09/01/2013	SPEARS, JUNE	9161		City Of Chicago Police	$6.50
03/01/2010	SPEARMAN, TAHANI	9161		City Of Chicago Police	$2.65
06/30/2013	SOTO, RICARDO	9161		City Of Chicago Police	$6.50
06/30/2013	SOTO, RICARDO	9161		City Of Chicago Police	$241.46
06/30/2013	SOTO, RICARDO	9161		City Of Chicago Police	$6.50
06/30/2013	SOTO, RICARDO	9161		City Of Chicago Police	$106.61
06/30/2013	SOTO, RICARDO	9161		City Of Chicago Police	$6.50
06/30/2013	SOTO, RICARDO	9161		City Of Chicago Police	$1,605.38
03/15/2009	SOPIKIOTIS, CHRIS	9161	313	City Of Chicago Police	$22.38
06/19/2013	SNYDER, ANTHONY	9161	021	City Of Chicago Police	$0.80
06/19/2013	SNYDER, ANTHONY	9161	021	City Of Chicago Police	$6.50
06/19/2013	SNYDER, ANTHONY	9161	021	City Of Chicago Police	$66.25
08/15/2013	SNIEZEK, ZBIGNIEW	9161	018	City Of Chicago Police	$1.47
08/15/2013	SNIEZEK, ZBIGNIEW	9161	018	City Of Chicago Police	$6.50
08/15/2013	SNIEZEK, ZBIGNIEW	9161	018	City Of Chicago Police	$100.21
07/11/2013	SMITH, KEVIN	9161	002	City Of Chicago Police	$1,033.28
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$6.50
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$150.15
11/01/2011	SMITH, JOSEPH	9168	059	City Of Chicago Police	$3.84
03/18/2009	SLAUGHTER, HERMAN	9161	006	City Of Chicago Police	$3.77

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/08/2013	SIVICEK, JAMES	9161		City Of Chicago Police	$7,268.94
08/18/2013	SIMPSON, MARK	9161	023	City Of Chicago Police	$6.50
08/18/2013	SIMPSON, MARK	9161	023	City Of Chicago Police	$604.41
08/18/2013	SIMPSON, MARK	9161	023	City Of Chicago Police	$7.32
07/05/2013	SILVA, ANTONIO	9161	010	City Of Chicago Police	$6.50
07/05/2013	SILVA, ANTONIO	9161	010	City Of Chicago Police	$265.04
07/05/2013	SILVA, ANTONIO	9161	010	City Of Chicago Police	$0.50
04/18/2013	SILAS JR, NATHAN	9171		City Of Chicago Police	$1,487.58
01/30/2012	SIEJA, THOMAS	9161	044	City Of Chicago Police	$2,428.11
01/30/2012	SIEJA, THOMAS	9161	044	City Of Chicago Police	$664.70
01/30/2012	SIEJA, THOMAS	9161	044	City Of Chicago Police	$6.50
08/29/2013	SHVARTSER, LEONID	9161	044	City Of Chicago Police	$2,192.02
08/26/2012	SHARP, DAVID	9161		City Of Chicago Police	$2,412.11
08/26/2012	SHARP, DAVID	9161		City Of Chicago Police	$5,405.96
12/10/2012	SHAMAH, MOHAMMAD	9161		City Of Chicago Police	$6.50
12/10/2012	SHAMAH, MOHAMMAD	9161		City Of Chicago Police	$239.06
12/10/2012	SHAMAH, MOHAMMAD	9161		City Of Chicago Police	$6.50
12/10/2012	SHAMAH, MOHAMMAD	9161		City Of Chicago Police	$791.99
12/10/2012	SHAMAH, MOHAMMAD	9161		City Of Chicago Police	$6.50
12/10/2012	SHAMAH, MOHAMMAD	9161		City Of Chicago Police	$2.90
12/10/2012	SHAMAH, MOHAMMAD	9161		City Of Chicago Police	$219.33
03/03/2013	SCHREIBER, ERIC	9161		City Of Chicago Police	$16.95
09/12/2013	SCHREIBER, ERIC	9161	044	City Of Chicago Police	$6.50
07/17/2013	SCHMIDT, RICHARD	9161		City Of Chicago Police	$1,121.57
01/01/2012	SAUCEDO, MARISA	9161	001	City Of Chicago Police	$5,027.57
12/21/2008	SARKISIAN, ROSEMARIE	9161	018	City Of Chicago Police	$39.84
08/27/2009	SANCHEZ, ROBERT			City Of Chicago Police	$150.39
09/18/2013	SANCHEZ, JOSE	9161	015	City Of Chicago Police	$6.50
09/18/2013	SANCHEZ, JOSE	9161	015	City Of Chicago Police	$16.28
09/18/2013	SANCHEZ, JOSE	9161	015	City Of Chicago Police	$21.06
09/18/2013	SANCHEZ, JOSE	9161	015	City Of Chicago Police	$7.10
08/04/2009	SALUSTRO, LINDA	9174	121	City Of Chicago Police	$20.86
08/09/2013	SALGADO, CLAUDIO	9161	044	City Of Chicago Police	$2,668.35

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/09/2013	SALGADO, CLAUDIO	9161	044	City Of Chicago Police	$202.56
08/09/2013	SALGADO, CLAUDIO	9161	044	City Of Chicago Police	$6.50
08/09/2013	SALGADO, CLAUDIO	9161	044	City Of Chicago Police	$2.46
02/13/2009	SALAZ, ALBERTO			City Of Chicago Police	$1.75
02/13/2009	SALAZ, ALBERTO			City Of Chicago Police	$1.75
11/21/2010	SAID, WASIM	9161	044	City Of Chicago Police	$1,520.23
04/27/1995	Rycraw, Cheryl L	P	00006	City Of Chicago Police	$6.50
04/27/1995	Rycraw, Cheryl L	P	00006	City Of Chicago Police	$52.24
04/27/1995	Rycraw, Cheryl L	P	00006	City Of Chicago Police	$155.56
04/27/1995	Rycraw, Cheryl L	P	00006	City Of Chicago Police	$6.50
04/27/1995	Rycraw, Cheryl L	P	00006	City Of Chicago Police	$174.76
04/27/1995	Rycraw, Cheryl L	P	00006	City Of Chicago Police	$6.50
04/27/1995	Rycraw, Cheryl L	P	00006	City Of Chicago Police	$681.42
01/09/2008	Roberson, Jacqueline	P	00002	City Of Chicago Police	$10.62
01/31/2004	Rizzo, Paul M	P	00009	City Of Chicago Police	$12.75
01/31/2004	Rizzo, Paul M	P	00009	City Of Chicago Police	$12.75
01/31/2004	Rizzo, Paul M	P	00009	City Of Chicago Police	$12.75
10/21/1992	Rak, John	P	00015	City Of Chicago Police	$3.34
08/13/2013	RUZAK, BRADLEY	9161	312	City Of Chicago Police	$470.54
08/13/2013	RUZAK, BRADLEY	9161	312	City Of Chicago Police	$6.50
08/13/2013	RUZAK, BRADLEY	9161	312	City Of Chicago Police	$19.11
08/13/2013	RUZAK, BRADLEY	9161	312	City Of Chicago Police	$460.33
08/13/2013	RUZAK, BRADLEY	9161	312	City Of Chicago Police	$6.50
08/13/2013	RUZAK, BRADLEY	9161	312	City Of Chicago Police	$5.57
08/13/2013	RUZAK, BRADLEY	9161	312	City Of Chicago Police	$6.50
08/13/2013	RUZAK, BRADLEY	9161	312	City Of Chicago Police	$66.25
08/13/2013	RUZAK, BRADLEY	9161	312	City Of Chicago Police	$0.80
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$6.50
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$4.39
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$31.52
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$164.27
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$160.69
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$1,134.39

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$19.92
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$6.50
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$151.66
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$6.50
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$108.69
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$6.50
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$249.13
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$6.50
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$108.69
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$28.23
06/27/2012	RUTKOWSKI, KIRK	9161		City Of Chicago Police	$6.50
06/10/2013	RUHL, WILLIAM	9161	022	City Of Chicago Police	$101.28
06/10/2013	RUHL, WILLIAM	9161	022	City Of Chicago Police	$1,668.90
06/10/2013	RUHL, WILLIAM	9161	022	City Of Chicago Police	$1.23
06/10/2013	RUHL, WILLIAM	9161	022	City Of Chicago Police	$6.50
08/27/2013	RUEHLMANN, WILLIAM	9161	016	City Of Chicago Police	$118.15
08/27/2013	RUEHLMANN, WILLIAM	9161	016	City Of Chicago Police	$7.67
08/27/2013	RUEHLMANN, WILLIAM	9161	016	City Of Chicago Police	$6.50
08/27/2013	RUEHLMANN, WILLIAM	9161	016	City Of Chicago Police	$300.07
08/27/2013	RUEHLMANN, WILLIAM	9161	016	City Of Chicago Police	$9.44
08/27/2013	RUEHLMANN, WILLIAM	9161	016	City Of Chicago Police	$6.50
08/27/2013	RUEHLMANN, WILLIAM	9161	016	City Of Chicago Police	$21.00
03/21/2013	ROTKVICH, ANTHONY	9161	004	City Of Chicago Police	$1,416.09
03/21/2013	ROTKVICH, ANTHONY	9161	004	City Of Chicago Police	$6.50
03/21/2013	ROTKVICH, ANTHONY	9161	004	City Of Chicago Police	$2.62
07/08/2013	ROSALES JR, RAUL	9161		City Of Chicago Police	$1,225.25
07/08/2013	ROSALES JR, RAUL	9161		City Of Chicago Police	$21,936.23
08/26/2012	ROQUE, ROEL	9161		City Of Chicago Police	$178.80
08/26/2012	ROQUE, ROEL	9161		City Of Chicago Police	$6.50
08/26/2012	ROQUE, ROEL	9161		City Of Chicago Police	$223.97
08/26/2012	ROQUE, ROEL	9161		City Of Chicago Police	$6.50
08/26/2012	ROQUE, ROEL	9161		City Of Chicago Police	$6.50
08/26/2012	ROQUE, ROEL	9161		City Of Chicago Police	$180.68

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/26/2012	ROQUE, ROEL	9161		City Of Chicago Police	$180.68
08/26/2012	ROQUE, ROEL	9161		City Of Chicago Police	$6.50
08/26/2012	ROQUE, ROEL	9161		City Of Chicago Police	$1,762.73
08/26/2012	ROQUE, ROEL	9161		City Of Chicago Police	$6.50
08/26/2012	ROQUE, ROEL	9161		City Of Chicago Police	$221.81
08/26/2012	ROQUE, ROEL	9161		City Of Chicago Police	$6.50
08/26/2012	ROQUE, ROEL	9161		City Of Chicago Police	$176.64
09/07/2013	RODRIGUEZ, LYDIA	9161	192	City Of Chicago Police	$9.55
09/07/2013	RODRIGUEZ, LYDIA	9161	192	City Of Chicago Police	$788.75
09/07/2013	RODRIGUEZ, LYDIA	9161	192	City Of Chicago Police	$6.50
07/12/2013	RODRIGUEZ JR, FRANCISCO			City Of Chicago Police	$1,430.64
01/28/2013	ROCCO-PIGNATO, LISA	9161	009	City Of Chicago Police	$21.32
01/28/2013	ROCCO-PIGNATO, LISA	9161	009	City Of Chicago Police	$6.50
01/28/2013	ROCCO-PIGNATO, LISA	9161	009	City Of Chicago Police	$153.18
01/28/2013	ROCCO-PIGNATO, LISA	9161	009	City Of Chicago Police	$1,257.39
01/28/2013	ROCCO-PIGNATO, LISA	9161	009	City Of Chicago Police	$6.50
01/28/2013	ROCCO-PIGNATO, LISA	9161	009	City Of Chicago Police	$15.22
08/16/2013	ROBERTS, BRENDAN	9161		City Of Chicago Police	$105.00
08/16/2013	ROBERTS, BRENDAN	9161		City Of Chicago Police	$105.00
08/16/2013	ROBERTS, BRENDAN	9161		City Of Chicago Police	$6.50
08/16/2013	ROBERTS, BRENDAN	9161		City Of Chicago Police	$6.50
08/16/2013	ROBERTS, BRENDAN	9161		City Of Chicago Police	$145.00
08/16/2013	ROBERTS, BRENDAN	9161		City Of Chicago Police	$6.50
08/16/2013	ROBERTS, BRENDAN	9161		City Of Chicago Police	$105.00
08/16/2013	ROBERTS, BRENDAN	9161		City Of Chicago Police	$6.50
08/16/2013	ROBERTS, BRENDAN	9161		City Of Chicago Police	$145.00
08/16/2013	ROBERTS, BRENDAN	9161		City Of Chicago Police	$6.50
06/20/2013	RIVERA, MARY	9161	044	City Of Chicago Police	$1,230.00
02/01/2013	RIGAN, KRISTOPHER	9171		City Of Chicago Police	$1,433.70
02/01/2013	RIGAN, KRISTOPHER	9171		City Of Chicago Police	$1,191.39
02/01/2013	RIGAN, KRISTOPHER	9171		City Of Chicago Police	$1,204.06
07/23/2013	RIGA JR, WILLIAM	9161		City Of Chicago Police	$6.50
07/23/2013	RIGA JR, WILLIAM	9161		City Of Chicago Police	$0.20

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/23/2013	RIGA JR, WILLIAM	9161		City Of Chicago Police	$107.83
07/23/2013	RIGA JR, WILLIAM	9161		City Of Chicago Police	$6.50
07/23/2013	RIGA JR, WILLIAM	9161		City Of Chicago Police	$0.20
07/23/2013	RIGA JR, WILLIAM	9161		City Of Chicago Police	$107.83
07/23/2013	RIGA JR, WILLIAM	9161		City Of Chicago Police	$0.43
07/23/2013	RIGA JR, WILLIAM	9161		City Of Chicago Police	$6.50
07/23/2013	RIGA JR, WILLIAM	9161		City Of Chicago Police	$232.71
06/25/2012	RICHARDS, WARREN	9171	051	City Of Chicago Police	$2,735.44
12/31/2012	REYES, CHRISTOPHER	9161	044	City Of Chicago Police	$3,413.32
12/31/2012	REYES, CHRISTOPHER	9161	044	City Of Chicago Police	$5,414.86
08/09/2011	REINA, SALVATORE	9171	014	City Of Chicago Police	$6.50
08/09/2011	REINA, SALVATORE	9171	014	City Of Chicago Police	$1,075.38
08/09/2011	REINA, SALVATORE	9171	014	City Of Chicago Police	$0.33
08/09/2011	REINA, SALVATORE	9171	014	City Of Chicago Police	$179.23
06/12/2013	REINA, SALVATORE	9171	014	City Of Chicago Police	$6.50
06/12/2013	REINA, SALVATORE	9171	014	City Of Chicago Police	$147.84
06/12/2013	REINA, SALVATORE	9171	014	City Of Chicago Police	$79.16
06/12/2013	REINA, SALVATORE	9171	014	City Of Chicago Police	$6.50
06/12/2013	REINA, SALVATORE	9171	014	City Of Chicago Police	$6,538.95
06/12/2013	REINA, SALVATORE	9171	014	City Of Chicago Police	$15.70
06/12/2013	REINA, SALVATORE	9171	014	City Of Chicago Police	$6.50
06/12/2013	REINA, SALVATORE	9171	014	City Of Chicago Police	$119.39
06/12/2013	REINA, SALVATORE	9171	014	City Of Chicago Police	$2.41
06/12/2013	REINA, SALVATORE	9171	014	City Of Chicago Police	$6.50
06/12/2013	REINA, SALVATORE	9171	014	City Of Chicago Police	$59.28
06/12/2013	REINA, SALVATORE	9171	014	City Of Chicago Police	$28.60
10/11/2009	REEVES, TARA			City Of Chicago Police	$5.36
06/03/2013	RANGEL, MICHAEL	9161		City Of Chicago Police	$6.50
06/03/2013	RANGEL, MICHAEL	9161		City Of Chicago Police	$0.92
06/03/2013	RANGEL, MICHAEL	9161		City Of Chicago Police	$0.55
06/03/2013	RANGEL, MICHAEL	9161		City Of Chicago Police	$490.08
06/03/2013	RANGEL, MICHAEL	9161		City Of Chicago Police	$295.05
06/03/2013	RANGEL, MICHAEL	9161		City Of Chicago Police	$110.00

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/03/2013	RANGEL, MICHAEL	9161		City Of Chicago Police	$110.00
06/03/2013	RANGEL, MICHAEL	9161		City Of Chicago Police	$6.50
04/26/2013	RAMIREZ, JOSEPH	9161	171	City Of Chicago Police	$29.89
08/08/2013	RAMIREZ, JOSE	9173	715	City Of Chicago Police	$102.62
08/08/2013	RAMIREZ, JOSE	9173	715	City Of Chicago Police	$6.50
08/08/2013	RAMIREZ, JOSE	9173	715	City Of Chicago Police	$46.00
08/08/2013	RAMIREZ, JOSE	9173	715	City Of Chicago Police	$6.50
08/08/2013	RAMIREZ, JOSE	9173	715	City Of Chicago Police	$1.87
08/08/2013	RAMIREZ, JOSE	9173	715	City Of Chicago Police	$615.00
08/08/2013	RAMIREZ, JOSE	9173	715	City Of Chicago Police	$6.50
08/08/2013	RAMIREZ, JOSE	9173	715	City Of Chicago Police	$119.46
08/08/2013	RAMIREZ, JOSE	9173	715	City Of Chicago Police	$4.17
01/27/2013	RAKE, KEVIN	9161		City Of Chicago Police	$39,728.22
01/27/2013	RAKE, KEVIN	9161		City Of Chicago Police	$1,092.75
08/18/2013	RAETHER, JUSTIN	9161		City Of Chicago Police	$6.50
08/18/2013	RAETHER, JUSTIN	9161		City Of Chicago Police	$3.10
08/18/2013	RAETHER, JUSTIN	9161		City Of Chicago Police	$211.33
12/14/2009	QUINN MUNOZ, ERIN			City Of Chicago Police	$12,410.10
05/18/2008	Postrelko, Brian	P	00017	City Of Chicago Police	$26.34
08/18/2008	Philp, Danielle	P	00005	City Of Chicago Police	$5,992.51
08/18/2008	Philp, Danielle	P	00005	City Of Chicago Police	$34.89
08/21/2013	POWELL WARD, DINA	9161	002	City Of Chicago Police	$6.50
08/21/2013	POWELL WARD, DINA	9161	002	City Of Chicago Police	$6.50
08/21/2013	POWELL WARD, DINA	9161	002	City Of Chicago Police	$6.50
08/21/2013	POWELL WARD, DINA	9161	002	City Of Chicago Police	$6.50
09/01/2013	PONTECORE JR, RONALD	9175	012	City Of Chicago Police	$615.00
09/01/2013	PONTECORE JR, RONALD	9175	012	City Of Chicago Police	$6.50
09/01/2013	PONTECORE JR, RONALD	9175	012	City Of Chicago Police	$144.67
08/19/2013	POLOVINA, NED	9161		City Of Chicago Police	$35.67
08/19/2013	POLOVINA, NED	9161		City Of Chicago Police	$6.50
01/25/2012	PIGOTT, JOHN	9161		City Of Chicago Police	$1,641.36
11/04/2012	PIGOTT, JOHN	9161		City Of Chicago Police	$143.91
11/04/2012	PIGOTT, JOHN	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
09/08/2011	PIETROWSKI, ARLEN	9165	071	City Of Chicago Police	$2,342.45
03/17/2013	PIESIEWICZ, ARTHUR	9161	005	City Of Chicago Police	$6.50
03/17/2013	PIESIEWICZ, ARTHUR	9161	005	City Of Chicago Police	$679.55
03/17/2013	PIESIEWICZ, ARTHUR	9161	005	City Of Chicago Police	$8.23
03/17/2013	PIESIEWICZ, ARTHUR	9161	005	City Of Chicago Police	$17.21
03/17/2013	PIESIEWICZ, ARTHUR	9161	005	City Of Chicago Police	$6.50
03/17/2013	PIESIEWICZ, ARTHUR	9161	005	City Of Chicago Police	$1,421.44
08/24/2013	PETTIS, MICHAEL	9161	005	City Of Chicago Police	$158.68
08/24/2013	PETTIS, MICHAEL	9161	005	City Of Chicago Police	$0.80
08/24/2013	PETTIS, MICHAEL	9161	005	City Of Chicago Police	$6.50
08/24/2013	PETTIS, MICHAEL	9161	005	City Of Chicago Police	$66.25
08/24/2013	PETTIS, MICHAEL	9161	005	City Of Chicago Police	$1.92
08/24/2013	PETTIS, MICHAEL	9161	005	City Of Chicago Police	$6.50
10/18/2012	PETERS, MAUREEN	9161		City Of Chicago Police	$6.42
10/18/2012	PETERS, MAUREEN	9161		City Of Chicago Police	$6.50
10/18/2012	PETERS, MAUREEN	9161		City Of Chicago Police	$1,239.29
10/18/2012	PETERS, MAUREEN	9161		City Of Chicago Police	$6.50
08/15/2009	PERILLI, TINA	9161	009	City Of Chicago Police	$6.50
08/15/2009	PERILLI, TINA	9161	009	City Of Chicago Police	$40.28
08/15/2009	PERILLI, TINA	9161	009	City Of Chicago Police	$6.49
04/28/2009	PEREZ, NELSON			City Of Chicago Police	$4.67
03/24/2013	PEREZ, MONICA	9161	012	City Of Chicago Police	$2,537.09
03/24/2013	PEREZ, MONICA	9161	012	City Of Chicago Police	$0.33
03/24/2013	PEREZ, MONICA	9161	012	City Of Chicago Police	$6.50
03/24/2013	PEREZ, MONICA	9161	012	City Of Chicago Police	$6.50
03/24/2013	PEREZ, MONICA	9161	012	City Of Chicago Police	$173.36
03/24/2013	PEREZ, MONICA	9161	012	City Of Chicago Police	$0.33
03/24/2013	PEREZ, MONICA	9161	012	City Of Chicago Police	$173.36
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$1,084.77
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$1,377.29
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$1,917.18
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$1,278.12
06/11/2009	PEREZ, EVELYN	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
10/04/2012	PEREZ JR, ROSALI	9161		City Of Chicago Police	$6.50
10/04/2012	PEREZ JR, ROSALI	9161		City Of Chicago Police	$26.47
02/19/2013	PEKIC, JOSEPH	9161		City Of Chicago Police	$65.56
02/19/2013	PEKIC, JOSEPH	9161		City Of Chicago Police	$6.50
02/19/2013	PEKIC, JOSEPH	9161		City Of Chicago Police	$0.96
10/23/2011	PAYNE, GREGORY	9161	015	City Of Chicago Police	$1,139.83
05/16/2013	PAWELCZYK, JASON	9161	002	City Of Chicago Police	$5.22
09/01/2013	PAREDES JR, VICENTE	9161		City Of Chicago Police	$733.99
09/01/2013	PAREDES JR, VICENTE	9161		City Of Chicago Police	$1.39
09/01/2013	PAREDES JR, VICENTE	9161		City Of Chicago Police	$6.50
09/01/2013	PAREDES JR, VICENTE	9161		City Of Chicago Police	$8.89
09/01/2013	PAREDES JR, VICENTE	9161		City Of Chicago Police	$6.50
09/01/2013	PAREDES JR, VICENTE	9161		City Of Chicago Police	$114.69
08/19/2013	PALAZZOLO, MARK	9161		City Of Chicago Police	$69.74
08/19/2013	PALAZZOLO, MARK	9161		City Of Chicago Police	$6.50
07/21/2013	PAKULA JR, EDWARD	9161	012	City Of Chicago Police	$0.62
07/21/2013	PAKULA JR, EDWARD	9161	012	City Of Chicago Police	$6.50
07/21/2013	PAKULA JR, EDWARD	9161	012	City Of Chicago Police	$51.41
01/29/2005	Oneill-Guiney, Maureen T	P	00016	City Of Chicago Police	-$0.96
02/10/2012	OPALINSKI, MILDRED	9161		City Of Chicago Police	$1,099.34
03/21/2012	OLSEN, TODD	9161		City Of Chicago Police	$4,340.73
05/13/2013	OHLINGER JR, PATRICK	9161	044	City Of Chicago Police	$62.77
05/13/2013	OHLINGER JR, PATRICK	9161	044	City Of Chicago Police	$1.60
05/13/2013	OHLINGER JR, PATRICK	9161	044	City Of Chicago Police	$6.50
07/17/2012	ODUNSI, SHERRY	9161		City Of Chicago Police	$993.75
06/18/2012	O SHAUGHNESSY, THOMAS	PO	010	City Of Chicago Police	$3,365.75
09/29/2011	O CONNOR, DANIEL	P.O.		City Of Chicago Police	$2,204.36
06/09/2013	NORWOOD II, JAMES	9161		City Of Chicago Police	$0.80
06/09/2013	NORWOOD II, JAMES	9161		City Of Chicago Police	$6.50
06/09/2013	NORWOOD II, JAMES	9161		City Of Chicago Police	$66.25
09/10/2012	NODAL, EDUARDO	PO	012	City Of Chicago Police	$1,236.15
09/10/2012	NODAL, EDUARDO	PO	012	City Of Chicago Police	$8,738.78
09/10/2012	NODAL, EDUARDO	PO	012	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/03/2013	NOCEDA, ROBERT	9161		City Of Chicago Police	$1,197.51
08/28/2013	NICOL, EDWARD	9171	022	City Of Chicago Police	$2.16
08/28/2013	NICOL, EDWARD	9171	022	City Of Chicago Police	$6.50
08/28/2013	NICOL, EDWARD	9171	022	City Of Chicago Police	$178.62
02/21/2013	NICKEAS, SAMANTHA	9161		City Of Chicago Police	$6.50
02/21/2013	NICKEAS, SAMANTHA	9161		City Of Chicago Police	$175.23
02/21/2013	NICKEAS, SAMANTHA	9161		City Of Chicago Police	$0.33
02/21/2013	NICKEAS, SAMANTHA	9161		City Of Chicago Police	$6.50
02/21/2013	NICKEAS, SAMANTHA	9161		City Of Chicago Police	$0.33
02/21/2013	NICKEAS, SAMANTHA	9161		City Of Chicago Police	$175.23
01/08/2013	NELSON, TAMIKA	9161	002	City Of Chicago Police	$33.95
01/08/2013	NELSON, TAMIKA	9161	002	City Of Chicago Police	$6.50
01/08/2013	NELSON, TAMIKA	9161	002	City Of Chicago Police	$166.89
01/08/2013	NELSON, TAMIKA	9161	002	City Of Chicago Police	$146.26
01/08/2013	NELSON, TAMIKA	9161	002	City Of Chicago Police	$6.50
01/08/2013	NELSON, TAMIKA	9161	002	City Of Chicago Police	$14.96
01/08/2013	NELSON, TAMIKA	9161	002	City Of Chicago Police	$146.26
01/08/2013	NELSON, TAMIKA	9161	002	City Of Chicago Police	$6.50
01/08/2013	NELSON, TAMIKA	9161	002	City Of Chicago Police	$14.96
01/08/2013	NELSON, TAMIKA	9161	002	City Of Chicago Police	$137.55
01/08/2013	NELSON, TAMIKA	9161	002	City Of Chicago Police	$6.50
01/08/2013	NELSON, TAMIKA	9161	002	City Of Chicago Police	$6.95
06/04/2013	NELSON, KIMBERLY	9161		City Of Chicago Police	$6.50
06/04/2013	NELSON, KIMBERLY	9161		City Of Chicago Police	$0.40
06/04/2013	NELSON, KIMBERLY	9161		City Of Chicago Police	$213.63
06/29/2013	NEITA, TANYA	9161	019	City Of Chicago Police	$0.31
06/29/2013	NEITA, TANYA	9161	019	City Of Chicago Police	$25.57
06/29/2013	NEITA, TANYA	9161	019	City Of Chicago Police	$25.57
06/29/2013	NEITA, TANYA	9161	019	City Of Chicago Police	$6.50
06/29/2013	NEITA, TANYA	9161	019	City Of Chicago Police	$0.31
06/29/2013	NEITA, TANYA	9161	019	City Of Chicago Police	$6.50
08/24/2007	Murphy-Webb, Margaret C	P	00023	City Of Chicago Police	$32,404.48
06/15/2008	Murphy, Cullen T.	P	00610	City Of Chicago Police	$131.82

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$11,064.37
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$11,614.63
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$11,416.01
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$1,491.65
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$11,235.32
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$12,027.59
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$1,270.61
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$11,040.62
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$12,179.62
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$12,055.40
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$12,460.68
10/17/1996	Mullen, James	P	00024	City Of Chicago Police	$345.10
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$6.50
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$71.32
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$2,302.05
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$13.49
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$6.50
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$251.83
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$6.50
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$961.58
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$6.50
06/19/2006	Morris-Tillery, Mary	P	00022	City Of Chicago Police	$19.11
07/24/2008	Miller, Eugenia	P	00012	City Of Chicago Police	$1,777.02
07/24/2008	Miller, Eugenia	P	00012	City Of Chicago Police	$1,230.00
07/24/2008	Miller, Eugenia	P	00012	City Of Chicago Police	$1,121.57
01/26/2008	Michael, Linda	P	00006	City Of Chicago Police	$5.16
01/26/2008	Michael, Linda	P	00006	City Of Chicago Police	$133.00
01/26/2008	Michael, Linda	P	00006	City Of Chicago Police	$2.75
01/26/2008	Michael, Linda	P	00006	City Of Chicago Police	$6.50
10/06/2006	Mcmahon, Mary L	P	00006	City Of Chicago Police	$417.00
12/01/2007	Mcadoo, Oberrian	P	00004	City Of Chicago Police	$15.60
08/05/2008	Magliano, Michael P	P	00006	City Of Chicago Police	$245.38
08/05/2008	Magliano, Michael P	P	00006	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/03/2008	Mack, Richard	P	00019	City Of Chicago Police	$1,011.17
05/21/2003	Mack, Frank C	P	00153	City Of Chicago Police	$92.36
12/04/2012	MURPHY, JOHN	9206	189	City Of Chicago Police	$6.50
12/04/2012	MURPHY, JOHN	9206	189	City Of Chicago Police	$6.50
10/13/2012	MOY, JOANNE	9161	044	City Of Chicago Police	$172.48
10/13/2012	MOY, JOANNE	9161	044	City Of Chicago Police	$6.50
10/13/2012	MOY, JOANNE	9161	044	City Of Chicago Police	$56.44
06/12/2012	MOTZNY, THOMAS	9171	025	City Of Chicago Police	$3.06
06/12/2012	MOTZNY, THOMAS	9171	025	City Of Chicago Police	$208.25
06/12/2012	MOTZNY, THOMAS	9171	025	City Of Chicago Police	$6.50
08/12/2013	MORSI, MICHELLE	9161		City Of Chicago Police	$1,076.63
09/05/2013	MOCTEZUMA, FERNANDO	9161	044	City Of Chicago Police	$0.85
09/05/2013	MOCTEZUMA, FERNANDO	9161	044	City Of Chicago Police	$6.50
09/05/2013	MOCTEZUMA, FERNANDO	9161	044	City Of Chicago Police	$33.16
03/26/2013	MIUCIN, ZORAN	9161	011	City Of Chicago Police	$17,207.91
03/26/2013	MIUCIN, ZORAN	9161	011	City Of Chicago Police	$2,522.28
01/01/2013	MISHLER, ELIZABETH	9171		City Of Chicago Police	$1.33
01/01/2013	MISHLER, ELIZABETH	9171		City Of Chicago Police	$6.50
01/01/2013	MISHLER, ELIZABETH	9171		City Of Chicago Police	$718.48
12/30/2009	MIRANDA, ROBERTO	9161	011	City Of Chicago Police	$296.88
12/25/2008	MINOGUE, WILLIAM			City Of Chicago Police	$20.86
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$0.32
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$6.50
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$170.96
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$0.24
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$6.50
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$128.02
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$0.24
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$6.50
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$128.02
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$0.25
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$6.50
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$132.56

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$0.25
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$6.50
07/31/2013	MESSINA, FRANK	9161	192	City Of Chicago Police	$134.43
09/15/2010	MENDEZ, ANGEL	9161	010	City Of Chicago Police	$5.59
06/09/2013	MELENDEZ, LISA	9161		City Of Chicago Police	$2.32
06/09/2013	MELENDEZ, LISA	9161		City Of Chicago Police	$684.26
06/09/2013	MELENDEZ, LISA	9161		City Of Chicago Police	$0.91
06/09/2013	MELENDEZ, LISA	9161		City Of Chicago Police	$492.89
06/09/2013	MELENDEZ, LISA	9161		City Of Chicago Police	$40.27
06/09/2013	MELENDEZ, LISA	9161		City Of Chicago Police	$1.27
06/09/2013	MELENDEZ, LISA	9161		City Of Chicago Police	$6.50
06/09/2013	MELENDEZ, LISA	9161		City Of Chicago Police	$6.50
06/09/2013	MELENDEZ, LISA	9161		City Of Chicago Police	$6.50
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$1,147.65
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$101.28
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$6.50
12/04/2011	MEERBREY, KENNETH	9161	024	City Of Chicago Police	$1.23
09/09/2013	MEDINA, YESENIA	9161	044	City Of Chicago Police	$6.50
09/09/2013	MEDINA, YESENIA	9161	044	City Of Chicago Police	$272.82
09/09/2013	MEDINA, YESENIA	9161	044	City Of Chicago Police	$6.66
09/09/2013	MEDINA, YESENIA	9161	044	City Of Chicago Police	$6.50
09/09/2013	MEDINA, YESENIA	9161	044	City Of Chicago Police	$9.26
05/13/2013	MEDINA, PETER	9161	010	City Of Chicago Police	$12,551.04
05/13/2013	MEDINA, PETER	9161	010	City Of Chicago Police	$1,121.57
07/25/2012	MCWILLIAMS, SCOTT	9161	005	City Of Chicago Police	$6,083.57
07/25/2012	MCWILLIAMS, SCOTT	9161	005	City Of Chicago Police	$6.50
07/25/2012	MCWILLIAMS, SCOTT	9161	005	City Of Chicago Police	$155.34
07/25/2012	MCWILLIAMS, SCOTT	9161	005	City Of Chicago Police	$0.83
07/24/2013	MCQUARTER, KIMBERLY	9161		City Of Chicago Police	$1,704.99
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$177.37
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6.50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$0.33
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$210.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$69.74
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6.50
09/16/2011	MCNAMEE, SHANNON	9161	765	City Of Chicago Police	$6.50
08/03/2013	MCLEAN, ANNA	9161	018	City Of Chicago Police	$6.50
08/03/2013	MCLEAN, ANNA	9161	018	City Of Chicago Police	$459.91
08/03/2013	MCLEAN, ANNA	9161	018	City Of Chicago Police	$5.57
07/28/2011	MCGOVERN, SEAN	9161	019	City Of Chicago Police	$332.67
07/28/2011	MCGOVERN, SEAN	9161	019	City Of Chicago Police	$6.50
07/28/2011	MCGOVERN, SEAN	9161	019	City Of Chicago Police	$4.88
07/28/2011	MCGOVERN, SEAN	9161	019	City Of Chicago Police	$1,869.97
02/13/2013	MCDONOUGH, TIMOTHY	9161		City Of Chicago Police	$6.50
02/13/2013	MCDONOUGH, TIMOTHY	9161		City Of Chicago Police	$288.31
10/26/2009	MCCARRON, JAMES	9161	044	City Of Chicago Police	$15.05
07/09/2013	MCCANN, RAYMOND	9161	008	City Of Chicago Police	$6.50
07/09/2013	MCCANN, RAYMOND	9161	008	City Of Chicago Police	$69.74
03/01/2013	MC KEITHEN, GRADY	9171		City Of Chicago Police	$4,113.47
08/31/2013	MC GRATH, PATRICK	9161		City Of Chicago Police	$6.50
08/31/2013	MC GRATH, PATRICK	9161		City Of Chicago Police	$11.50
08/31/2013	MC GRATH, PATRICK	9161		City Of Chicago Police	$450.14
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$534.49
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$1,149.53
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$0.99
04/19/2012	MC GEE JR, JOHN	9171	312	City Of Chicago Police	$6.50
02/03/2013	MC GANN, TIM	9153	050	City Of Chicago Police	$2,468.87
02/03/2013	MC GANN, TIM	9153	050	City Of Chicago Police	$4,081.51
08/05/2013	MC DONALD, DERRICK	9161		City Of Chicago Police	$66.77
08/05/2013	MC DONALD, DERRICK	9161		City Of Chicago Police	$6.50
08/05/2013	MC DONALD, DERRICK	9161		City Of Chicago Police	$1,644.90
06/10/2013	MC DONALD, CHARLES	9161		City Of Chicago Police	$198.94
06/10/2013	MC DONALD, CHARLES	9161		City Of Chicago Police	$6.50
08/28/2012	MC CLAIN, RODERIQUE	9161		City Of Chicago Police	$6.50
08/28/2012	MC CLAIN, RODERIQUE	9161		City Of Chicago Police	$841.99
08/28/2012	MC CLAIN, RODERIQUE	9161		City Of Chicago Police	$10.20

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/10/2013	MAXWELL, LLOYD	9161	011	City Of Chicago Police	$3,622.64
06/10/2013	MAXWELL, LLOYD	9161	011	City Of Chicago Police	$6.50
06/10/2013	MAXWELL, LLOYD	9161	011	City Of Chicago Police	$43.85
06/21/2010	MATLOB, KENNETH	9161		City Of Chicago Police	$74.55
03/02/2013	MATLOB, KENNETH	9161		City Of Chicago Police	$12.57
11/29/2008	MATA, RICARDO			City Of Chicago Police	$0.91
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$554.23
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$6.50
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$1.04
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$310.09
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$6.50
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$0.58
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$1.57
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$6.50
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$838.78
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$0.59
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$314.10
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$294.97
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$6.50
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$0.55
07/24/2013	MANKER, SWAZILA	9161	044	City Of Chicago Police	$6.50
09/14/2013	MALECKI, CHRIS	9161	020	City Of Chicago Police	$6.50
09/14/2013	MALECKI, CHRIS	9161	020	City Of Chicago Police	$56.06
02/11/2013	MAJERCZYK, GERARD	9171	010	City Of Chicago Police	$4,837.50
01/05/2001	Lloyd, Kimberly D	P	00007	City Of Chicago Police	$1,120.32
03/07/2003	Lange, Jimmie	P	00701	City Of Chicago Police	$1,003.56
08/22/2013	LYNCH, JAMES	9161		City Of Chicago Police	$4.37
08/22/2013	LYNCH, JAMES	9161		City Of Chicago Police	$297.96
08/22/2013	LYNCH, JAMES	9161		City Of Chicago Police	$6.50
09/07/2013	LOUGHNEY, CHRISTINA	9161	008	City Of Chicago Police	$38.22
09/07/2013	LOUGHNEY, CHRISTINA	9161	008	City Of Chicago Police	$6.50
03/13/2010	LOPEZ, SILVIA	9171		City Of Chicago Police	$6.72
08/12/2013	LOPEZ, JOSE	9161		City Of Chicago Police	$1,012.42

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/12/2013	LOPEZ, JOSE	9161		City Of Chicago Police	$6.50
08/12/2013	LOPEZ, JOSE	9161		City Of Chicago Police	$12.25
09/21/2012	LOPEZ, EDUARDO	9161	044	City Of Chicago Police	$0.25
09/21/2012	LOPEZ, EDUARDO	9161	044	City Of Chicago Police	$136.18
06/05/2009	LIPINSKI, TINA	9161	011	City Of Chicago Police	$11.34
02/07/2013	LIBOY, NORELL	9161	016	City Of Chicago Police	$6.50
02/07/2013	LIBOY, NORELL	9161	016	City Of Chicago Police	$145.61
02/07/2013	LIBOY, NORELL	9161	016	City Of Chicago Police	$5.91
01/01/2013	LEVERETT, SANDRA	9161	016	City Of Chicago Police	$21.02
10/15/2012	LEONARD, MEGAN	9161		City Of Chicago Police	$1,938.52
06/03/2013	LEJA, JACEK	9161		City Of Chicago Police	$15,608.21
06/03/2013	LEJA, JACEK	9161		City Of Chicago Police	$23.76
06/03/2013	LEJA, JACEK	9161		City Of Chicago Police	$398.88
06/03/2013	LEJA, JACEK	9161		City Of Chicago Police	$6.50
06/03/2013	LEJA, JACEK	9161		City Of Chicago Police	$929.92
11/14/2012	LEFEBVRE, TODD	9161	715	City Of Chicago Police	$30.45
10/10/2011	LAVORATA, JOHN	9161	018	City Of Chicago Police	$3,852.50
10/16/2011	LAKSANAPROM, SUPATCHARA	9161	023	City Of Chicago Police	$6.50
10/16/2011	LAKSANAPROM, SUPATCHARA	9161	023	City Of Chicago Police	$28.39
10/16/2011	LAKSANAPROM, SUPATCHARA	9161	023	City Of Chicago Police	$28.39
10/16/2011	LAKSANAPROM, SUPATCHARA	9161	023	City Of Chicago Police	$28.39
10/16/2011	LAKSANAPROM, SUPATCHARA	9161	023	City Of Chicago Police	$163.90
09/16/2008	Kravitz, Scott	P	00011	City Of Chicago Police	$35.17
07/22/2013	KUKIELKA, JONATHAN	9161		City Of Chicago Police	$1,103.06
09/09/2009	KRANZ, DANIEL	9161		City Of Chicago Police	$35.92
08/20/2013	KRAMER, DANIEL	9161	019	City Of Chicago Police	$6.50
08/20/2013	KRAMER, DANIEL	9161	019	City Of Chicago Police	$37.62
05/18/2013	KIDD, THOMAS			City Of Chicago Police	$1,314.72
06/20/2013	KESSEM, BRIAN	9161	019	City Of Chicago Police	$6.50
06/20/2013	KESSEM, BRIAN	9161	019	City Of Chicago Police	$177.37
06/20/2013	KESSEM, BRIAN	9161	019	City Of Chicago Police	$1.32
06/20/2013	KESSEM, BRIAN	9161	019	City Of Chicago Police	$6.50
06/20/2013	KESSEM, BRIAN	9161	019	City Of Chicago Police	$701.09

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
06/20/2013	KESSEM, BRIAN	9161	019	City Of Chicago Police	$177.37
06/20/2013	KESSEM, BRIAN	9161	019	City Of Chicago Police	$6.50
06/20/2013	KESSEM, BRIAN	9161	019	City Of Chicago Police	$0.33
06/20/2013	KESSEM, BRIAN	9161	019	City Of Chicago Police	$65.56
06/20/2013	KESSEM, BRIAN	9161	019	City Of Chicago Police	$6.50
06/20/2013	KESSEM, BRIAN	9161	019	City Of Chicago Police	$0.96
06/20/2013	KESSEM, BRIAN	9161	019	City Of Chicago Police	$0.33
07/08/2009	KENNELLY, MICHAEL	9161	019	City Of Chicago Police	$29.73
08/10/2013	KENNEDY, MATTHEW	9171	014	City Of Chicago Police	$6.50
08/10/2013	KENNEDY, MATTHEW	9171	014	City Of Chicago Police	$120.73
04/06/2013	KELLY, THOMAS			City Of Chicago Police	$141.20
04/06/2013	KELLY, THOMAS			City Of Chicago Police	$30.12
04/06/2013	KELLY, THOMAS			City Of Chicago Police	$6.50
04/24/2013	KELLY, BERNARD	9161		City Of Chicago Police	$1,418.96
04/24/2013	KELLY, BERNARD	9161		City Of Chicago Police	$1,284.36
04/24/2013	KELLY, BERNARD	9161		City Of Chicago Police	$1,064.22
04/24/2013	KELLY, BERNARD	9161		City Of Chicago Police	$1,668.86
04/24/2013	KELLY, BERNARD	9161		City Of Chicago Police	$1,334.13
04/24/2013	KELLY, BERNARD	9161		City Of Chicago Police	$1,064.22
09/11/2013	KELLER, HANS	9171	024	City Of Chicago Police	$1,406.03
09/11/2013	KELLER, HANS	9171	024	City Of Chicago Police	$6.50
09/11/2013	KELLER, HANS	9171	024	City Of Chicago Police	$17.02
08/08/2013	KEANE, TAMARA	9161	001	City Of Chicago Police	$3,028.24
08/11/2013	KAZARNOWICZ, MARCIN	9161		City Of Chicago Police	$6.50
08/11/2013	KAZARNOWICZ, MARCIN	9161		City Of Chicago Police	$38.22
10/10/2012	KARN, TIMOTHY	9206	177	City Of Chicago Police	$135.51
10/10/2012	KARN, TIMOTHY	9206	177	City Of Chicago Police	$6.50
10/10/2012	KARN, TIMOTHY	9206	177	City Of Chicago Police	$180.68
10/10/2012	KARN, TIMOTHY	9206	177	City Of Chicago Police	$6.50
07/17/2008	Johnson, John M	P	00008	City Of Chicago Police	$41.40
07/17/2008	Johnson, John M	P	00008	City Of Chicago Police	$41.40
01/23/2007	Jelks, Jennifer	P	00013	City Of Chicago Police	$101.28
01/23/2007	Jelks, Jennifer	P	00013	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
01/23/2007	Jelks, Jennifer	P	00013	City Of Chicago Police	$1.23
01/11/2005	Jackovac, Michael T	P	00022	City Of Chicago Police	$10.00
11/01/2011	JOZEFOWICZ, HARRY	9171		City Of Chicago Police	$6.50
11/01/2011	JOZEFOWICZ, HARRY	9171		City Of Chicago Police	$6.50
05/08/2013	JONES, YVETTE	9161	006	City Of Chicago Police	$6.50
05/08/2013	JONES, YVETTE	9161	006	City Of Chicago Police	$66.25
05/08/2013	JONES, YVETTE	9161	006	City Of Chicago Police	$0.80
05/08/2013	JONES, YVETTE	9161	006	City Of Chicago Police	$1,208.47
04/15/2013	JONES, TIMOTHY	9161		City Of Chicago Police	$42.77
04/15/2013	JONES, TIMOTHY	9161		City Of Chicago Police	$4,947.59
04/15/2013	JONES, TIMOTHY	9161		City Of Chicago Police	$6.50
04/15/2013	JONES, TIMOTHY	9161		City Of Chicago Police	$3,533.03
05/22/2013	JONES JR, CLARENCE	9161	003	City Of Chicago Police	$1,149.32
09/11/2013	JOHNSON, ROBERT	9161		City Of Chicago Police	$158.66
09/11/2013	JOHNSON, ROBERT	9161		City Of Chicago Police	$6.50
09/11/2013	JOHNSON, ROBERT	9161		City Of Chicago Police	$236.43
09/11/2013	JOHNSON, ROBERT	9161		City Of Chicago Police	$6.50
09/11/2013	JOHNSON, ROBERT	9161		City Of Chicago Police	$6.50
09/11/2013	JOHNSON, ROBERT	9161		City Of Chicago Police	$38.22
09/11/2013	JOHNSON, ROBERT	9161		City Of Chicago Police	$3,508.61
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$11.05
03/31/2012	JOHNSON, LAWRENCE	9161	019	City Of Chicago Police	$432.35
04/18/2013	JAROS, ANN	9161	044	City Of Chicago Police	$6.50
04/18/2013	JAROS, ANN	9161	044	City Of Chicago Police	$11.41
04/18/2013	JAROS, ANN	9161	044	City Of Chicago Police	$942.57
07/12/2013	JAROCKI, MARC	9161		City Of Chicago Police	$553.41
07/12/2013	JAROCKI, MARC	9161		City Of Chicago Police	$6.70
07/12/2013	JAROCKI, MARC	9161		City Of Chicago Police	$6.50
08/22/2009	JANDA, LIANE	9161		City Of Chicago Police	$114.60
09/23/2013	JAGLARSKI, STEVEN	9161		City Of Chicago Police	$24.62
09/23/2013	JAGLARSKI, STEVEN	9161		City Of Chicago Police	$6.50
09/23/2013	JAGLARSKI, STEVEN	9161		City Of Chicago Police	$76.60
08/26/2012	JACOBS, GREGORY	9161	005	City Of Chicago Police	$1,247.01

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/11/2013	JACKSON, MATTHEW	9161	011	City Of Chicago Police	$1,038.99
05/12/2013	JACKSON, JOHN	9161	003	City Of Chicago Police	$6.50
05/12/2013	JACKSON, JOHN	9161	003	City Of Chicago Police	$69.74
06/30/2008	Hoover, Tracy L	P	00009	City Of Chicago Police	$23.84
04/11/2002	Hihn-Czyscon, Heidi	P	00050	City Of Chicago Police	$100.69
06/17/1996	Herron-Blakely, Carol	P	00018	City Of Chicago Police	$6.50
06/17/1996	Herron-Blakely, Carol	P	00018	City Of Chicago Police	$68.62
08/25/1993	Herring, Patricia	P	00007	City Of Chicago Police	$6.50
11/23/2005	Hernandez, Sonia	P	00023	City Of Chicago Police	$5,188.88
02/05/2010	HUNDRIESER, DAVID	9161	016	City Of Chicago Police	$5.16
05/31/2013	HUMMONS, RODERICK	9161	044	City Of Chicago Police	$81.42
05/31/2013	HUMMONS, RODERICK	9161	044	City Of Chicago Police	$6.50
05/31/2013	HUMMONS, RODERICK	9161	044	City Of Chicago Police	$0.98
05/31/2013	HUMMONS, RODERICK	9161	044	City Of Chicago Police	$6.50
05/31/2013	HUMMONS, RODERICK	9161	044	City Of Chicago Police	$81.42
05/31/2013	HUMMONS, RODERICK	9161	044	City Of Chicago Police	$0.98
07/03/2013	HOWELL, DELBERT	9161		City Of Chicago Police	$1,181.75
09/05/2013	HOWARD, KEISHA	9161	005	City Of Chicago Police	$6.50
09/05/2013	HOWARD, KEISHA	9161	005	City Of Chicago Police	$145.00
09/05/2013	HOWARD, KEISHA	9161	005	City Of Chicago Police	$3.31
09/05/2013	HOWARD, KEISHA	9161	005	City Of Chicago Police	$129.28
09/05/2013	HOWARD, KEISHA	9161	005	City Of Chicago Police	$6.50
09/05/2013	HOWARD, KEISHA	9161	005	City Of Chicago Police	$6.50
09/05/2013	HOWARD, KEISHA	9161	005	City Of Chicago Police	$105.00
02/20/2010	HORAN, MARIANNE			City Of Chicago Police	$5.79
09/18/2013	HOOVER, TRACY	9161		City Of Chicago Police	$6.50
09/18/2013	HOOVER, TRACY	9161		City Of Chicago Police	$9.39
09/18/2013	HOOVER, TRACY	9161		City Of Chicago Police	$231.34
07/10/2013	HOFFMAN, BRYAN	9161		City Of Chicago Police	$10,426.28
07/10/2013	HOFFMAN, BRYAN	9161		City Of Chicago Police	$98.57
07/10/2013	HOFFMAN, BRYAN	9161		City Of Chicago Police	$6.50
07/10/2013	HOFFMAN, BRYAN	9161		City Of Chicago Police	$6,713.78
07/10/2013	HOFFMAN, BRYAN	9161		City Of Chicago Police	$54.01

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/10/2013	HOFFMAN, BRYAN	9161		City Of Chicago Police	$6.50
07/10/2013	HOFFMAN, BRYAN	9161		City Of Chicago Police	$750.20
07/10/2013	HOFFMAN, BRYAN	9161		City Of Chicago Police	$1,007.07
10/29/2012	HERNANDEZ, PRISCILLA	9161	044	City Of Chicago Police	$0.54
10/29/2012	HERNANDEZ, PRISCILLA	9161	044	City Of Chicago Police	$0.47
10/29/2012	HERNANDEZ, PRISCILLA	9161	044	City Of Chicago Police	$6.50
10/29/2012	HERNANDEZ, PRISCILLA	9161	044	City Of Chicago Police	$249.68
10/29/2012	HERNANDEZ, PRISCILLA	9161	044	City Of Chicago Police	$6.50
10/29/2012	HERNANDEZ, PRISCILLA	9161	044	City Of Chicago Police	$290.48
03/11/2013	HENKES, NICOLE	9161	212	City Of Chicago Police	$292.45
05/04/2013	HENDERSON, ROBERT			City Of Chicago Police	$1,278.12
06/06/2013	HEBEIN, HERBERT	9161		City Of Chicago Police	$458.77
06/06/2013	HEBEIN, HERBERT	9161		City Of Chicago Police	$6.50
06/06/2013	HEBEIN, HERBERT	9161		City Of Chicago Police	$0.86
07/08/2013	HART, CHARLES	9161		City Of Chicago Police	$265.56
07/08/2013	HART, CHARLES	9161		City Of Chicago Police	$6.50
07/08/2013	HART, CHARLES	9161		City Of Chicago Police	$3.90
02/21/2009	HARRIS, JENNIFER			City Of Chicago Police	$0.33
04/17/2011	HARRIS, JANICE	9161	006	City Of Chicago Police	$232.96
04/17/2011	HARRIS, JANICE	9161	006	City Of Chicago Police	$6.50
04/17/2011	HARRIS, JANICE	9161	006	City Of Chicago Police	$2.83
04/17/2011	HARRIS, JANICE	9161	006	City Of Chicago Police	$2.46
04/17/2011	HARRIS, JANICE	9161	006	City Of Chicago Police	$6.50
04/17/2011	HARRIS, JANICE	9161	006	City Of Chicago Police	$202.79
12/13/2009	HARRIS, DAVID			City Of Chicago Police	$1.34
08/03/2013	HANSON, KRISTEN			City Of Chicago Police	$202.81
08/03/2013	HANSON, KRISTEN			City Of Chicago Police	$6.50
08/10/2013	HANRAHAN, RICHARD	9161		City Of Chicago Police	$2,568.41
04/26/2013	HANDZEL, LANCE			City Of Chicago Police	$1,278.17
04/26/2013	HANDZEL, LANCE			City Of Chicago Police	$1,096.34
04/26/2013	HANDZEL, LANCE			City Of Chicago Police	$1,121.57
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$75.17
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$15.26

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$6.50
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$597.52
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$6.50
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$70.93
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$6.50
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$1.92
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$145.00
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$6.50
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$37.18
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$6.50
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$0.33
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$105.00
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$6.50
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$234.90
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$6.50
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$6.50
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$177.37
08/09/2013	HAMILTON, JANELLE	9161	393	City Of Chicago Police	$0.44
10/16/2009	HAMIDEH, ZIAD	9161	014	City Of Chicago Police	$16.19
09/15/2013	HAMICK, ANDREW	9161		City Of Chicago Police	$6.50
09/15/2013	HAMICK, ANDREW	9161		City Of Chicago Police	$31.00
09/15/2013	HAMICK, ANDREW	9161		City Of Chicago Police	$4,657.21
04/23/2013	HADDON, JEFFERY	9161	157	City Of Chicago Police	$1,105.93
10/31/1993	Gruzas, Louisa	P	00017	City Of Chicago Police	$6.50
10/31/1993	Gruzas, Louisa	P	00017	City Of Chicago Police	$0.32
10/31/1993	Gruzas, Louisa	P	00017	City Of Chicago Police	$154.38
10/31/1993	Gruzas, Louisa	P	00017	City Of Chicago Police	$6.50
10/31/1993	Gruzas, Louisa	P	00017	City Of Chicago Police	$1.87
10/31/1993	Gruzas, Louisa	P	00017	City Of Chicago Police	$26.60
10/23/2008	Gillespie, Daniel J	P	00630	City Of Chicago Police	$10.82
08/15/2013	GUZIEC, JASON	1830		City Of Chicago Police	$66.25
08/15/2013	GUZIEC, JASON	1830		City Of Chicago Police	$6.50
08/15/2013	GUZIEC, JASON	1830		City Of Chicago Police	$0.80

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/15/2013	GUZIEC, JASON	1830		City Of Chicago Police	$3,461.10
05/08/2013	GUBALA, MICHELLE	9171	007	City Of Chicago Police	$6.50
05/08/2013	GUBALA, MICHELLE	9171	007	City Of Chicago Police	$615.00
05/08/2013	GUBALA, MICHELLE	9171	007	City Of Chicago Police	$119.46
05/14/2010	GUARNIERI, PAUL	9161		City Of Chicago Police	$100.85
05/14/2010	GUARNIERI, PAUL	9161		City Of Chicago Police	$1,181.81
05/14/2010	GUARNIERI, PAUL	9161		City Of Chicago Police	$1,129.90
05/14/2010	GUARNIERI, PAUL	9161		City Of Chicago Police	$936.00
05/14/2010	GUARNIERI, PAUL	9161		City Of Chicago Police	$100.85
05/14/2010	GUARNIERI, PAUL	9161		City Of Chicago Police	$1,152.22
05/13/2009	GROBLA, MAREK	9161	002	City Of Chicago Police	$9.45
02/02/2013	GREVE, TIMOTHY	9161	022	City Of Chicago Police	$6.50
02/02/2013	GREVE, TIMOTHY	9161	022	City Of Chicago Police	$69.74
01/23/2013	GREEN, KAREN	9161	004	City Of Chicago Police	$6.50
01/23/2013	GREEN, KAREN	9161	004	City Of Chicago Police	$69.74
10/20/2009	GRAVES, ROBERT	9165		City Of Chicago Police	$21.45
11/11/2009	GONZALEZ, JOSE A	9206		City Of Chicago Police	$3.34
07/21/2009	GONZALEZ, HECTOR	9161	044	City Of Chicago Police	$36.33
09/01/2012	GOMEZ, ALEX	9161	011	City Of Chicago Police	$90.34
06/15/2013	GOLDIE, RYAN	9161		City Of Chicago Police	$30.54
06/15/2013	GOLDIE, RYAN	9161		City Of Chicago Police	$6.50
06/15/2013	GOLDIE, RYAN	9161		City Of Chicago Police	$398.29
12/06/2008	GLYNN, MICHAEL			City Of Chicago Police	$31.52
08/24/2013	GLOWACKI, SERGIO	9161	07	City Of Chicago Police	$2,976.62
08/24/2013	GLOWACKI, SERGIO	9161	07	City Of Chicago Police	$1,430.26
08/24/2013	GLOWACKI, SERGIO	9161	07	City Of Chicago Police	$3,296.00
12/21/2012	GLOVER, KENNETH	9161	002	City Of Chicago Police	$1,814.12
12/21/2012	GLOVER, KENNETH	9161	002	City Of Chicago Police	$1,755.60
12/21/2012	GLOVER, KENNETH	9161	002	City Of Chicago Police	$1,989.68
12/21/2012	GLOVER, KENNETH	9161	002	City Of Chicago Police	$354.74
12/21/2012	GLOVER, KENNETH	9161	002	City Of Chicago Police	$6.50
12/21/2012	GLOVER, KENNETH	9161	002	City Of Chicago Police	$0.66
02/20/2013	GEORGE, PARRIS	9161	015	City Of Chicago Police	$1,134.39

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
09/15/2009	GAYTAN, JOSE			City Of Chicago Police	$9.23
06/26/2010	GAWLOWSKI, RADOSLAW			City Of Chicago Police	$178.71
06/05/2012	GARCIA, FELICIANA	9161	012	City Of Chicago Police	$1,605.43
01/12/2013	GARCIA JR, JOSE	9161	017	City Of Chicago Police	$516.97
11/06/2008	Freeman, Daniel L	P	00015	City Of Chicago Police	$3.84
05/23/2004	Fanning, Terese	P	00016	City Of Chicago Police	$1.01
05/23/2004	Fanning, Terese	P	00016	City Of Chicago Police	$3.37
05/23/2004	Fanning, Terese	P	00016	City Of Chicago Police	$6.50
05/23/2004	Fanning, Terese	P	00016	City Of Chicago Police	$131.10
05/23/2004	Fanning, Terese	P	00016	City Of Chicago Police	$6.50
05/23/2004	Fanning, Terese	P	00016	City Of Chicago Police	$133.67
01/15/2012	FOUCH, NICOLE	9161	005	City Of Chicago Police	$59.28
01/15/2012	FOUCH, NICOLE	9161	005	City Of Chicago Police	$6.50
01/15/2012	FOUCH, NICOLE	9161	005	City Of Chicago Police	$2.41
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$2,475.00
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$1,783.58
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$69,791.57
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$54.40
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$6.50
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$3.53
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$2,824.40
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$826.80
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$6.50
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$9.92
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$344.68
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$6.50
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$439.27
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$6.50
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$0.58
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$191.34
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$6.50
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$689.36
02/12/2013	FOLEY, JOHN	9161	009	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$15.74
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$6.50
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$187.05
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$79.96
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$1.29
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$6.50
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$161.43
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$6.50
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$272.17
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$271.27
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$6.50
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$6.50
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$543.45
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$0.50
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$1.01
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$6.13
08/21/2013	FINNEGAN, BRIAN	9161	015	City Of Chicago Police	$6.50
08/07/2012	FINERAN, BETH	9161	003	City Of Chicago Police	$6.50
08/07/2012	FINERAN, BETH	9161	003	City Of Chicago Police	$69.74
08/07/2012	FINERAN, BETH	9161	003	City Of Chicago Police	$6.50
08/07/2012	FINERAN, BETH	9161	003	City Of Chicago Police	$133.63
08/17/2012	FERRARO, PATRICIA	9161	009	City Of Chicago Police	$52,248.46
08/17/2012	FERRARO, PATRICIA	9161	009	City Of Chicago Police	$11,842.67
09/22/2012	FERET, KIMBERLY	9161	009	City Of Chicago Police	$6.50
09/22/2012	FERET, KIMBERLY	9161	009	City Of Chicago Police	$556.36
09/16/2010	FEIL, CHRISTOPHER	9161	393	City Of Chicago Police	$543.04
09/16/2010	FEIL, CHRISTOPHER	9161	393	City Of Chicago Police	$6.50
09/16/2010	FEIL, CHRISTOPHER	9161	393	City Of Chicago Police	$31.21
10/16/2002	Engelhardt, Daniel	P	00021	City Of Chicago Police	$192.64
10/16/2002	Engelhardt, Daniel	P	00021	City Of Chicago Police	$7.82
10/16/2002	Engelhardt, Daniel	P	00021	City Of Chicago Police	$1,134.39
10/16/2002	Engelhardt, Daniel	P	00021	City Of Chicago Police	$6.50
10/02/2003	Eldridge, Mark S	P	09999	City Of Chicago Police	$178.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/10/2007	Echavarria, Victor	P	00001	City Of Chicago Police	$1,331.17
02/01/2013	EVANS, MATTHEW	9161		City Of Chicago Police	$1.10
02/01/2013	EVANS, MATTHEW	9161		City Of Chicago Police	$4,377.55
02/01/2013	EVANS, MATTHEW	9161		City Of Chicago Police	$1,137.37
02/01/2013	EVANS, MATTHEW	9161		City Of Chicago Police	$6.50
02/01/2013	EVANS, MATTHEW	9161		City Of Chicago Police	$590.46
07/20/2013	ESQUIVEL, CIRILO	9161	044	City Of Chicago Police	$162.21
07/20/2013	ESQUIVEL, CIRILO	9161	044	City Of Chicago Police	$29.64
07/20/2013	ESQUIVEL, CIRILO	9161	044	City Of Chicago Police	$6.50
12/18/2009	ESPARZA HALL, ALEXSANDRI		115	City Of Chicago Police	$3.59
12/18/2009	ESPARZA HALL, ALEXSANDRI		115	City Of Chicago Police	$3.59
04/30/2013	ESCALANTE, OSCAR	9161	002	City Of Chicago Police	$1,597.65
09/03/2012	ENRIQUEZ, ELIZABETH	9161	007	City Of Chicago Police	$992.71
09/03/2012	ENRIQUEZ, ELIZABETH	9161	007	City Of Chicago Police	$1.85
09/03/2012	ENRIQUEZ, ELIZABETH	9161	007	City Of Chicago Police	$1,909.00
09/03/2012	ENRIQUEZ, ELIZABETH	9161	007	City Of Chicago Police	$6.50
09/03/2012	ENRIQUEZ, ELIZABETH	9161	007	City Of Chicago Police	$66.25
09/03/2012	ENRIQUEZ, ELIZABETH	9161	007	City Of Chicago Police	$6.50
09/03/2012	ENRIQUEZ, ELIZABETH	9161	007	City Of Chicago Police	$0.80
03/07/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$202.81
03/07/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$1,121.57
03/07/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$1,250.56
03/07/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$28.16
03/07/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$0.05
03/07/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6.50
03/07/2012	ENG, DOUGLAS	9161	015	City Of Chicago Police	$6.50
05/22/2012	EIGENBAUER, ROBERT			City Of Chicago Police	$1,684.57
06/24/2013	EIGENBAUER, ROBERT	9161	701	City Of Chicago Police	$154.72
06/24/2013	EIGENBAUER, ROBERT	9161	701	City Of Chicago Police	$6.50
06/24/2013	EIGENBAUER, ROBERT	9161	701	City Of Chicago Police	$22.74
06/03/2010	EDWARDS, TRACEY			City Of Chicago Police	$29.62
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$1,476.00
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$10,075.00

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$288.00
07/14/1988	Domagala, Bernard	P	09999	City Of Chicago Police	$21,127.80
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$6.50
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$34.31
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$6.50
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$1,005.46
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$23.64
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$167.29
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$155.69
02/01/1994	Deyoung, Debra L	P	00023	City Of Chicago Police	$3,655.84
12/11/2007	Dearth, Robert F	P	00701	City Of Chicago Police	$220.55
08/25/2013	DUNCAN, YOLANDA	9161	145	City Of Chicago Police	$54.40
08/25/2013	DUNCAN, YOLANDA	9161	145	City Of Chicago Police	$3.53
08/25/2013	DUNCAN, YOLANDA	9161	145	City Of Chicago Police	$6.50
11/25/2008	DUIGNAN, MICHAEL			City Of Chicago Police	$42.39
09/05/2013	DOLAN, CHRISTINE			City Of Chicago Police	$1,415.16
09/05/2013	DOLAN, CHRISTINE			City Of Chicago Police	$6.50
05/13/2013	DIXON, HOWARD	9161	312	City Of Chicago Police	$6.50
05/13/2013	DIXON, HOWARD	9161	312	City Of Chicago Police	$54.12
06/30/2013	DISTASIO, ROBERT	9165	610	City Of Chicago Police	$349.15
06/30/2013	DISTASIO, ROBERT	9165	610	City Of Chicago Police	$6.50
06/30/2013	DISTASIO, ROBERT	9165	610	City Of Chicago Police	$0.64
06/30/2013	DISTASIO, ROBERT	9165	610	City Of Chicago Police	$32,705.15
06/30/2013	DISTASIO, ROBERT	9165	610	City Of Chicago Police	$1,250.20
06/30/2013	DISTASIO, ROBERT	9165	610	City Of Chicago Police	$2,066.48
06/30/2013	DISTASIO, ROBERT	9165	610	City Of Chicago Police	$169.05
06/30/2013	DISTASIO, ROBERT	9165	610	City Of Chicago Police	$2.05
06/30/2013	DISTASIO, ROBERT	9165	610	City Of Chicago Police	$6.50
07/08/2011	DIPASQUALE, SHANNON	9161	009	City Of Chicago Police	$101.28
07/08/2011	DIPASQUALE, SHANNON	9161	009	City Of Chicago Police	$6.50
07/08/2011	DIPASQUALE, SHANNON	9161	009	City Of Chicago Police	$1.23
12/15/2012	DIMAS, CONSTANTINOS	9161		City Of Chicago Police	$2,597.00
07/11/2013	DIAZ JR, VICENTE	9161	044	City Of Chicago Police	$1,121.57

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/14/2013	DEZONNO, DAVID	9161	017	City Of Chicago Police	$1,252.00
12/17/2012	DERCOLA, MATT	9161	312	City Of Chicago Police	$1,134.39
03/11/2012	DELVALLE, HENRY	9161		City Of Chicago Police	$1.00
03/11/2012	DELVALLE, HENRY	9161		City Of Chicago Police	$3,056.82
03/11/2012	DELVALLE, HENRY	9161		City Of Chicago Police	$6.50
03/11/2012	DELVALLE, HENRY	9161		City Of Chicago Police	$6.50
03/11/2012	DELVALLE, HENRY	9161		City Of Chicago Police	$180.68
03/11/2012	DELVALLE, HENRY	9161		City Of Chicago Police	$537.34
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$6.50
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$0.57
08/12/2013	DEL TORO, MIGUEL	9161		City Of Chicago Police	$305.55
09/03/2013	DECKER, MICHAEL	9161	007	City Of Chicago Police	$312.87
09/03/2013	DECKER, MICHAEL	9161	007	City Of Chicago Police	$6.50
05/31/2013	DAVIS, ZARYK	9161		City Of Chicago Police	$1,101.85
09/09/2013	DAVIS, MELVIN	9161	157	City Of Chicago Police	$6.50
08/20/2013	DANILOV, VADIM	9161	024	City Of Chicago Police	$6.50
08/20/2013	DANILOV, VADIM	9161	024	City Of Chicago Police	$76.96
06/21/2005	Chiagkouris, Christine	P	09999	City Of Chicago Police	$271.10
04/20/2008	Cephas, Rydell J	P	00001	City Of Chicago Police	$11.09
04/20/2008	Cephas, Rydell J	P	00001	City Of Chicago Police	$2.78
04/12/2013	CZARNIK, JACOB	9161		City Of Chicago Police	$267.15
04/12/2013	CZARNIK, JACOB	9161		City Of Chicago Police	$6.50
04/12/2013	CZARNIK, JACOB	9161		City Of Chicago Police	$0.50
08/11/2013	CYGNAR, BRIAN	9161	011	City Of Chicago Police	$6.50
08/11/2013	CYGNAR, BRIAN	9161	011	City Of Chicago Police	$69.74
08/03/2013	CURRY, MICHAEL	9161		City Of Chicago Police	$117.90
08/03/2013	CURRY, MICHAEL	9161		City Of Chicago Police	$6.50
08/03/2013	CURRY, MICHAEL	9161		City Of Chicago Police	$3.01
08/03/2013	CURRY, MICHAEL	9161		City Of Chicago Police	$1,048.30
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$1,141.94
08/22/2012	CURL, EBONY	9161	044	City Of Chicago Police	$1,272.86
08/26/2013	CRUZ, ARCENIO	9161		City Of Chicago Police	$6.50
08/26/2013	CRUZ, ARCENIO	9161		City Of Chicago Police	$7.39

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
08/26/2013	CRUZ, ARCENIO	9161		City Of Chicago Police	$15.00
10/28/2010	CROSS, LENWOOD			City Of Chicago Police	$16.45
10/28/2010	CROSS, LENWOOD			City Of Chicago Police	$6.50
10/28/2010	CROSS, LENWOOD			City Of Chicago Police	$9,481.92
10/28/2010	CROSS, LENWOOD			City Of Chicago Police	$643.79
08/26/2013	CROSS, JAMES	9161	002	City Of Chicago Police	$106.61
08/26/2013	CROSS, JAMES	9161	002	City Of Chicago Police	$1,390.24
08/26/2013	CROSS, JAMES	9161	002	City Of Chicago Police	$6.50
01/15/2013	CRANSTON, ROBERT	9161	007	City Of Chicago Police	$6.50
01/15/2013	CRANSTON, ROBERT	9161	007	City Of Chicago Police	$1,108.68
01/15/2013	CRANSTON, ROBERT	9161	007	City Of Chicago Police	$31.04
01/15/2013	CRANSTON, ROBERT	9161	007	City Of Chicago Police	$6.50
01/15/2013	CRANSTON, ROBERT	9161	007	City Of Chicago Police	$31.04
05/22/2013	COTTER, STACEY	9171	004	City Of Chicago Police	$0.45
05/22/2013	COTTER, STACEY	9171	004	City Of Chicago Police	$6.50
05/22/2013	COTTER, STACEY	9171	004	City Of Chicago Police	$239.92
01/24/2010	CORTESI, NICHOLAS	9161	715	City Of Chicago Police	$1.44
09/23/2009	CORTES, GUSTAVO	9161	008	City Of Chicago Police	$58.55
07/10/2013	COOPER, STACEY	9161	004	City Of Chicago Police	$66.25
07/10/2013	COOPER, STACEY	9161	004	City Of Chicago Police	$0.80
09/17/2013	COOPER, RONALD	9161	017	City Of Chicago Police	$1,468.85
09/23/2012	COOKS MINNIEFIELD, INGRID	9161		City Of Chicago Police	$1,278.12
09/23/2012	COOKS MINNIEFIELD, INGRID	9161		City Of Chicago Police	$1,278.12
01/25/2010	CONWAY, JOHN			City Of Chicago Police	$6.84
07/02/2009	CONSIDINE, BERNARD	9161	012	City Of Chicago Police	$16.74
06/21/2013	CONROY, BRIDGET	9161		City Of Chicago Police	$6.50
06/21/2013	CONROY, BRIDGET	9161		City Of Chicago Police	$2.83
06/21/2013	CONROY, BRIDGET	9161		City Of Chicago Police	$1,529.56
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$15.08
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$6.50
06/27/2013	COMAS, DANNY	9161	044	City Of Chicago Police	$146.39
01/23/2013	COLON, JOSE			City Of Chicago Police	$102.36
01/23/2013	COLON, JOSE			City Of Chicago Police	$61.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
01/23/2013	COLON, JOSE			City Of Chicago Police	$4.66
01/23/2013	COLON, JOSE			City Of Chicago Police	$233.19
01/23/2013	COLON, JOSE			City Of Chicago Police	$6.50
01/23/2013	COLON, JOSE			City Of Chicago Police	$4.66
01/23/2013	COLON, JOSE			City Of Chicago Police	$6.50
01/23/2013	COLON, JOSE			City Of Chicago Police	$233.19
07/19/2009	COLLINS, ELEANOR			City Of Chicago Police	$6.50
07/19/2009	COLLINS, ELEANOR			City Of Chicago Police	$6.50
03/15/2010	COLEMAN, RAMONA	9161	171	City Of Chicago Police	$17.25
10/24/2012	COLEMAN, RAMONA	9161	171	City Of Chicago Police	$0.33
10/24/2012	COLEMAN, RAMONA	9161	171	City Of Chicago Police	$5,367.02
10/24/2012	COLEMAN, RAMONA	9161	171	City Of Chicago Police	$6.50
10/24/2012	COLEMAN, RAMONA	9161	171	City Of Chicago Police	$351.59
06/03/2013	COLEMAN, GARLAND	9161	003	City Of Chicago Police	$900.00
06/03/2013	COLEMAN, GARLAND	9161	003	City Of Chicago Police	$6.94
06/03/2013	COLEMAN, GARLAND	9161	003	City Of Chicago Police	$6.50
06/03/2013	COLEMAN, GARLAND	9161	003	City Of Chicago Police	$90.55
06/03/2013	COLEMAN, GARLAND	9161	003	City Of Chicago Police	$4.01
06/03/2013	COLEMAN, GARLAND	9161	003	City Of Chicago Police	$6.50
06/03/2013	COLEMAN, GARLAND	9161	003	City Of Chicago Police	$52.30
06/03/2013	COLEMAN, GARLAND	9161	003	City Of Chicago Police	$69.00
06/03/2013	COLEMAN, GARLAND	9161	003	City Of Chicago Police	$6.50
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$8,417.71
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$0.88
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$252.10
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$1,284.16
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$1,103.65
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$8,111.17
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$1,531.15
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$254.06
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$6.50
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$221.81
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/27/2009	COLE II, DENSEY	9161	001	City Of Chicago Police	$9,295.93
08/16/2013	COLBENSON, DANIEL	9161	353	City Of Chicago Police	$56.56
08/16/2013	COLBENSON, DANIEL	9161	353	City Of Chicago Police	$6.50
08/16/2013	COLBENSON, DANIEL	9161	353	City Of Chicago Police	$3.03
08/16/2013	COLBENSON, DANIEL	9161	353	City Of Chicago Police	$56.56
08/16/2013	COLBENSON, DANIEL	9161	353	City Of Chicago Police	$6.50
08/16/2013	COLBENSON, DANIEL	9161	353	City Of Chicago Police	$3.03
08/16/2013	COLBENSON, DANIEL	9161	353	City Of Chicago Police	$269.52
08/16/2013	COLBENSON, DANIEL	9161	353	City Of Chicago Police	$6.50
08/16/2013	COLBENSON, DANIEL	9161	353	City Of Chicago Police	$10.94
06/09/2010	COBB, TORRENO	9161	011	City Of Chicago Police	$4,642.50
06/21/2011	CINTRON, ANGEL	9161	044	City Of Chicago Police	$155.60
06/21/2011	CINTRON, ANGEL	9161	044	City Of Chicago Police	$1.88
06/21/2011	CINTRON, ANGEL	9161	044	City Of Chicago Police	$6.50
06/28/2013	CHUDY, JEFFREY	9164	004	City Of Chicago Police	$2,431.60
06/28/2013	CHUDY, JEFFREY	9164	004	City Of Chicago Police	$15,885.63
09/17/2013	CHEN, BRIAN	9161	044	City Of Chicago Police	$183.63
09/17/2013	CHEN, BRIAN	9161	044	City Of Chicago Police	$6.50
09/17/2013	CHEN, BRIAN	9161	044	City Of Chicago Police	$6.50
09/17/2013	CHEN, BRIAN	9161	044	City Of Chicago Police	$41.81
05/19/2013	CHAVEZ, MACARIO	9161	044	City Of Chicago Police	$1,278.12
05/19/2013	CHAVEZ, MACARIO	9161	044	City Of Chicago Police	$1,058.04
02/02/2012	CHASE, DOMINIQUE	9161		City Of Chicago Police	$3,096.42
08/05/2013	CHAPTON, CORY	9161		City Of Chicago Police	$1,553.21
05/19/2013	CASTILLO, JESUS	9161	313	City Of Chicago Police	$6.50
05/19/2013	CASTILLO, JESUS	9161	313	City Of Chicago Police	$215.35
05/19/2013	CASTILLO, JESUS	9161	313	City Of Chicago Police	$6.50
05/19/2013	CASTILLO, JESUS	9161	313	City Of Chicago Police	$69.74
05/23/2013	CARUSO, ALFRED	9161		City Of Chicago Police	$0.28
05/23/2013	CARUSO, ALFRED	9161		City Of Chicago Police	$0.33
05/23/2013	CARUSO, ALFRED	9161		City Of Chicago Police	$6.50
05/23/2013	CARUSO, ALFRED	9161		City Of Chicago Police	$179.23
05/23/2013	CARUSO, ALFRED	9161		City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
05/23/2013	CARUSO, ALFRED	9161		City Of Chicago Police	$147.15
09/23/2013	CARO, RICHARD	9161		City Of Chicago Police	$76.60
09/23/2013	CARO, RICHARD	9161		City Of Chicago Police	$24.62
09/23/2013	CARO, RICHARD	9161		City Of Chicago Police	$6.50
07/13/2012	CANO, JESUS	9161	353	City Of Chicago Police	$1,075.57
10/10/2009	CAMPOS, MARCO	9161		City Of Chicago Police	$8.60
09/09/2013	CALDER, WERNER	9161	050	City Of Chicago Police	$1,279.50
05/29/2013	CAHUE, ANGEL	9161		City Of Chicago Police	$1,287.58
05/29/2013	CAHUE, ANGEL	9161		City Of Chicago Police	$32.90
05/29/2013	CAHUE, ANGEL	9161		City Of Chicago Police	$6.50
07/07/2013	CABRERA, DANIEN	9161		City Of Chicago Police	$806.08
07/07/2013	CABRERA, DANIEN	9161		City Of Chicago Police	$6.50
07/07/2013	CABRERA, DANIEN	9161		City Of Chicago Police	$20.60
05/13/2005	Buckley, James M	P	00019	City Of Chicago Police	$99.84
04/27/2003	Boldman, Gary	P	00004	City Of Chicago Police	$2,448.05
08/02/2007	Bergeson, Michael	P	09999	City Of Chicago Police	$6,382.64
08/02/2007	Bergeson, Michael	P	09999	City Of Chicago Police	$1,318.38
05/09/2002	Banks, David B	P	00002	City Of Chicago Police	$57.93
11/09/2003	Bakopoulos, John T	P	00002	City Of Chicago Police	$6,463.10
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$0.32
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$6.50
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$68.35
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$0.55
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$6.50
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$118.32
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$6.50
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$297.37
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$0.55
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$6.50
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$0.55
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$297.37
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$6.50
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$0.55

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$297.37
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$6.50
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$297.37
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$0.55
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$6.50
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$297.37
07/18/2013	BUTZEN, GINA	9161	018	City Of Chicago Police	$0.55
01/30/2013	BURKS, JEFFERY	9161	044	City Of Chicago Police	$1,110.85
01/30/2013	BURKS, JEFFERY	9161	044	City Of Chicago Police	$6.50
01/30/2013	BURKS, JEFFERY	9161	044	City Of Chicago Police	$2.63
01/30/2013	BURKS, JEFFERY	9161	044	City Of Chicago Police	$6.50
01/30/2013	BURKS, JEFFERY	9161	044	City Of Chicago Police	$217.59
01/30/2013	BURKS, JEFFERY	9161	044	City Of Chicago Police	$217.59
01/30/2013	BURKS, JEFFERY	9161	044	City Of Chicago Police	$2.63
01/01/2013	BURG, JASON	9161		City Of Chicago Police	$24.98
01/01/2013	BURG, JASON	9161		City Of Chicago Police	$65.13
02/08/2013	BUCZKIEWICZ, JOHN	9206	277	City Of Chicago Police	$6.50
02/08/2013	BUCZKIEWICZ, JOHN	9206	277	City Of Chicago Police	$69.74
08/21/2013	BROWNING, THEODORE	9161		City Of Chicago Police	$3.68
08/21/2013	BROWNING, THEODORE	9161		City Of Chicago Police	$6.50
08/21/2013	BROWNING, THEODORE	9161		City Of Chicago Police	$90.62
08/16/2011	BROWN, SUZAN	9161	153	City Of Chicago Police	$6.50
08/16/2011	BROWN, SUZAN	9161	153	City Of Chicago Police	$163.21
08/16/2011	BROWN, SUZAN	9161	153	City Of Chicago Police	$136.27
08/21/2011	BROWN, SHARONE	9161		City Of Chicago Police	$2,686.60
05/06/2013	BROWN, ERIC	9161		City Of Chicago Police	$170.82
05/06/2013	BROWN, ERIC	9161		City Of Chicago Police	$37.54
05/06/2013	BROWN, ERIC	9161		City Of Chicago Police	$6.50
09/05/2013	BROWN, CHIKE	9161		City Of Chicago Police	$2.04
09/05/2013	BROWN, CHIKE	9161		City Of Chicago Police	$6.50
09/05/2013	BROWN, CHIKE	9161		City Of Chicago Police	$286.03
02/08/2013	BROWN, ANTHONY	9161		City Of Chicago Police	$0.40
02/08/2013	BROWN, ANTHONY	9161		City Of Chicago Police	$211.76

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/03/2013	BROOKS, DERRICK	9161	12	City Of Chicago Police	$1,539.99
02/03/2013	BROOKS, DERRICK	9161	12	City Of Chicago Police	$6.50
02/03/2013	BROOKS, DERRICK	9161	12	City Of Chicago Police	$10.95
02/03/2013	BROOKS, DERRICK	9161	12	City Of Chicago Police	$69.74
02/03/2013	BROOKS, DERRICK	9161	12	City Of Chicago Police	$6.50
07/10/2009	BRIDGES, VIVIAN	9161		City Of Chicago Police	$1,627.44
05/08/2013	BREZINSKI, LARRY	9161	044	City Of Chicago Police	$0.51
05/08/2013	BREZINSKI, LARRY	9161	044	City Of Chicago Police	$6.50
05/08/2013	BREZINSKI, LARRY	9161	044	City Of Chicago Police	$267.44
05/08/2013	BREZINSKI, LARRY	9161	044	City Of Chicago Police	$0.94
05/08/2013	BREZINSKI, LARRY	9161	044	City Of Chicago Police	$6.50
05/08/2013	BREZINSKI, LARRY	9161	044	City Of Chicago Police	$502.24
05/08/2013	BREZINSKI, LARRY	9161	044	City Of Chicago Police	$1.06
05/08/2013	BREZINSKI, LARRY	9161	044	City Of Chicago Police	$6.50
05/08/2013	BREZINSKI, LARRY	9161	044	City Of Chicago Police	$561.48
05/08/2013	BREZINSKI, LARRY	9161	044	City Of Chicago Police	$0.80
05/08/2013	BREZINSKI, LARRY	9161	044	City Of Chicago Police	$6.50
05/08/2013	BREZINSKI, LARRY	9161	044	City Of Chicago Police	$66.25
11/12/2008	BRADFIELD, MARCIA	9161	171	City Of Chicago Police	$15.38
05/30/2010	BOONE, RICKY	9171	022	City Of Chicago Police	$3,932.50
06/02/2013	BOND, LAWRENCE	9161		City Of Chicago Police	$6.50
09/13/2011	BLESSING, LIZETTE	9161		City Of Chicago Police	$1,144.51
12/02/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$6.50
12/02/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$0.59
12/02/2012	BINFA, DANIEL	9161	044	City Of Chicago Police	$315.58
08/26/2013	BIKULCIUS, EUGENE	9161		City Of Chicago Police	$6.50
08/26/2013	BIKULCIUS, EUGENE	9161		City Of Chicago Police	$300.71
08/26/2013	BIKULCIUS, EUGENE	9161		City Of Chicago Police	$3.64
06/24/2012	BENFORD, ANDRE	9161	021	City Of Chicago Police	$0.37
06/24/2012	BENFORD, ANDRE	9161	021	City Of Chicago Police	$6.50
06/24/2012	BENFORD, ANDRE	9161	021	City Of Chicago Police	$203.21
02/08/2013	BEMIS, JOEL	9161	025	City Of Chicago Police	$53.04
02/08/2013	BEMIS, JOEL	9161	025	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
02/08/2013	BEMIS, JOEL	9161	025	City Of Chicago Police	$0.25
04/19/2013	BELL, RICHARD	9161	004	City Of Chicago Police	$220.45
04/19/2013	BELL, RICHARD	9161	004	City Of Chicago Police	$6.50
06/27/2013	BEDNARCZYK, ADAM	9161	044	City Of Chicago Police	$5,510.41
09/22/2013	BATZER, ZOE	9161		City Of Chicago Police	$944.80
09/22/2013	BATZER, ZOE	9161		City Of Chicago Police	$11.45
09/22/2013	BATZER, ZOE	9161		City Of Chicago Police	$6.50
09/22/2013	BATZER, ZOE	9161		City Of Chicago Police	$4.53
09/22/2013	BATZER, ZOE	9161		City Of Chicago Police	$6.50
09/22/2013	BATZER, ZOE	9161		City Of Chicago Police	$374.55
02/01/2011	BATTAGLIA, CHARLES	3286	074	City Of Chicago Police	$6.50
03/12/2013	BARRY, LINDA	9161	284	City Of Chicago Police	$4,647.13
05/25/2013	BARNES, DENNIS	9171	002	City Of Chicago Police	$2,773.70
05/25/2013	BARNES, DENNIS	9171	002	City Of Chicago Police	$3,533.03
05/25/2013	BARNES, DENNIS	9171	002	City Of Chicago Police	$1.07
05/25/2013	BARNES, DENNIS	9171	002	City Of Chicago Police	$6.50
05/25/2013	BARNES, DENNIS	9171	002	City Of Chicago Police	$576.91
08/04/2013	BARANOWSKI, JOHN	9171	24	City Of Chicago Police	$2,199.42
05/13/1996	Ayangoke-Dorsey, Consandra	P	00005	City Of Chicago Police	$6.50
04/13/2008	Ahearn, Dory E	P	00016	City Of Chicago Police	$2.65
04/13/2008	Ahearn, Dory E	P	00016	City Of Chicago Police	$29.60
04/13/2008	Ahearn, Dory E	P	00016	City Of Chicago Police	$6.50
06/04/2008	Adams, Christopher	P	00023	City Of Chicago Police	$30.83
07/25/2013	ARGUELLO, FANNIE	9161		City Of Chicago Police	$1,121.57
08/22/2013	ANTONIAZZI, GINO	9161		City Of Chicago Police	$183.63
08/22/2013	ANTONIAZZI, GINO	9161		City Of Chicago Police	$6.50
01/01/2013	ANGUS, WILLIAM	9161	193	City Of Chicago Police	$9.00
01/01/2013	ANGUS, WILLIAM	9161	193	City Of Chicago Police	$1,958.60
01/01/2013	ANGUS, WILLIAM	9161	193	City Of Chicago Police	$22.32
01/01/2013	ANGUS, WILLIAM	9161	193	City Of Chicago Police	$6.50
01/01/2013	ANGUS, WILLIAM	9161	193	City Of Chicago Police	$6.50
01/01/2013	ANGUS, WILLIAM	9161	193	City Of Chicago Police	$742.42
01/01/2013	ANGUS, WILLIAM	9161	193	City Of Chicago Police	$11.92

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
01/01/2013	ANGUS, WILLIAM	9161	193	City Of Chicago Police	$6.50
01/01/2013	ANGUS, WILLIAM	9161	193	City Of Chicago Police	$983.22
01/01/2013	ANGUS, WILLIAM	9161	193	City Of Chicago Police	$6.10
01/01/2013	ANGUS, WILLIAM	9161	193	City Of Chicago Police	$6.50
01/01/2013	ANGUS, WILLIAM	9161	193	City Of Chicago Police	$260.26
01/01/2013	ANGUS, WILLIAM	9161	193	City Of Chicago Police	$242.63
08/07/2013	ANDREWS, JOHN			City Of Chicago Police	$6.50
08/07/2013	ANDREWS, JOHN			City Of Chicago Police	$69.74
08/07/2013	ANDREWS, JOHN			City Of Chicago Police	$34.20
08/07/2013	ANDREWS, JOHN			City Of Chicago Police	$0.41
08/07/2013	ANDREWS, JOHN			City Of Chicago Police	$6.50
01/06/2013	ANDERSON, TRACEY	9161		City Of Chicago Police	$6.50
01/06/2013	ANDERSON, TRACEY	9161		City Of Chicago Police	$561.44
01/06/2013	ANDERSON, TRACEY	9161		City Of Chicago Police	$1.04
06/15/2013	ALLEN, REGAN	9161		City Of Chicago Police	$6.50
06/15/2013	ALLEN, REGAN	9161		City Of Chicago Police	$586.72
06/15/2013	ALLEN, REGAN	9161		City Of Chicago Police	$6.50
06/15/2013	ALLEN, REGAN	9161		City Of Chicago Police	$132.50
06/15/2013	ALLEN, REGAN	9161		City Of Chicago Police	$1.10
06/15/2013	ALLEN, REGAN	9161		City Of Chicago Police	$0.78
06/15/2013	ALLEN, REGAN	9161		City Of Chicago Police	$6.50
06/15/2013	ALLEN, REGAN	9161		City Of Chicago Police	$419.77
06/15/2013	ALLEN, REGAN	9161		City Of Chicago Police	$0.47
06/15/2013	ALLEN, REGAN	9161		City Of Chicago Police	$6.50
06/15/2013	ALLEN, REGAN	9161		City Of Chicago Police	$252.56
06/15/2013	ALLEN, REGAN	9161		City Of Chicago Police	$1.60
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$178.80
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$6.50
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$178.80
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$6.50
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$178.80
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$6.50
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$178.80

Incident Date	Claimant	Rank	Unit of	Insured	Total to be Paid
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$6.50
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$178.80
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$6.50
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$178.80
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$6.50
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$178.80
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$6.50
04/01/2013	ALLEN, JEFFREY	9171	015	City Of Chicago Police	$1,591.03
11/10/2012	ALI, MEER	9161		City Of Chicago Police	$162.21
11/10/2012	ALI, MEER	9161		City Of Chicago Police	$6.50
11/10/2012	ALI, MEER	9161		City Of Chicago Police	$0.30
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$6.50
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$0.45
02/22/2013	ALDAHONDO, GIL	9161		City Of Chicago Police	$246.15
11/24/2009	ABEJERO, JASON	9161	020	City Of Chicago Police	$10.36

	Number	Amount
Total:	1394	$1,092,011.29

	Number	Amount
Total:	1856	$1,543,121.68

Police & Fire Third-Party Orders

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
Insured Name1: City Of Chicago Fire					
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$6.50
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$98.18
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$147.40
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$6.50
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$452.27
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$6.50
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$103.41
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$6.50
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$4.66
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$112.55
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$328.49
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$6.50
02/15/1991	Guzick, Lawrence	E	00450	City Of Chicago Fire	$15.18
07/19/1982	Banks, Thomas S	F	00379	City Of Chicago Fire	$406.09
07/19/1982	Banks, Thomas S	F	00379	City Of Chicago Fire	$56.75
Claim Total Amount 15 $1,757.48					
Insured Name1: City Of Chicago Police					
01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$168.82
01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$0.32
01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$6.50
09/10/1991	Wojcik, Joseph J	P	00025	City Of Chicago Police	$6.50
08/10/1994	Wiktorek, Mark C	P	00014	City Of Chicago Police	$6.50
08/10/1994	Wiktorek, Mark C	P	00014	City Of Chicago Police	$6.50
08/10/1994	Wiktorek, Mark C	P	00014	City Of Chicago Police	$6.50
08/10/1994	Wiktorek, Mark C	P	00014	City Of Chicago Police	$106.61
08/10/1994	Wiktorek, Mark C	P	00014	City Of Chicago Police	$44.98
08/10/1994	Wiktorek, Mark C	P	00014	City Of Chicago Police	$770.43
07/15/2008	Torres, Eddie J	P	00019	City Of Chicago Police	$14.31

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
07/15/2008	Torres, Eddie J	P	00019	City Of Chicago Police	$6.50
07/15/2008	Torres, Eddie J	P	00019	City Of Chicago Police	$0.17
07/15/2008	Torres, Eddie J	P	00019	City Of Chicago Police	$66.25
07/15/2008	Torres, Eddie J	P	00019	City Of Chicago Police	$6.50
07/15/2008	Torres, Eddie J	P	00019	City Of Chicago Police	$152.23
07/15/2008	Torres, Eddie J	P	00019	City Of Chicago Police	$0.80
09/24/1989	Timmons-Russell, Kathy	P	00044	City Of Chicago Police	$6.50
09/24/1989	Timmons-Russell, Kathy	P	00044	City Of Chicago Police	$79.96
09/24/1989	Timmons-Russell, Kathy	P	00044	City Of Chicago Police	$6.13
05/06/1997	Strocchia, Catherine	P	00010	City Of Chicago Police	$6.50
05/06/1997	Strocchia, Catherine	P	00010	City Of Chicago Police	$6.50
05/06/1997	Strocchia, Catherine	P	00010	City Of Chicago Police	$6.50
05/06/1997	Strocchia, Catherine	P	00010	City Of Chicago Police	$6.50
05/06/1997	Strocchia, Catherine	P	00010	City Of Chicago Police	$250.00
12/15/2006	Soltis, David	P	00002	City Of Chicago Police	$115.49
12/15/2006	Soltis, David	P	00002	City Of Chicago Police	$6.50
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$6.50
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$0.21
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$354.74
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$6.50
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$0.66
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$2.48
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$6.50
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$0.66
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$112.41
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$0.58
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$6.50
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$309.93
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$0.58
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$6.50
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$309.93
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$354.74
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$2.31
08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$6.50
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$587.08
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$6.50
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$134.43
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$0.25
02/13/2002	Sanchez, Richard W	P	00189	City Of Chicago Police	$6.50
09/13/2008	Salcedo, Ruben	P	00012	City Of Chicago Police	$56.35
09/13/2008	Salcedo, Ruben	P	00012	City Of Chicago Police	$8.38
01/28/1998	Roszak, Rose M	P	00014	City Of Chicago Police	$6.50
01/28/1998	Roszak, Rose M	P	00014	City Of Chicago Police	$101.28
01/28/1998	Roszak, Rose M	P	00014	City Of Chicago Police	$290.34
01/28/1998	Roszak, Rose M	P	00014	City Of Chicago Police	$1.23
01/05/1996	Rivera, Sally A	P	00025	City Of Chicago Police	$9.37
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$74.55
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$73.80
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$6.50
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$6.50
05/15/1993	Perez-Burgos, Carolyn	P	00010	City Of Chicago Police	$216.60
05/15/1993	Perez-Burgos, Carolyn	P	00010	City Of Chicago Police	$686.61
04/16/2005	Oskvarek, Glenn J	P	00153	City Of Chicago Police	$6.50
04/16/2005	Oskvarek, Glenn J	P	00153	City Of Chicago Police	$224.21
04/16/2005	Oskvarek, Glenn J	P	00153	City Of Chicago Police	$11.09
04/16/2005	Oskvarek, Glenn J	P	00153	City Of Chicago Police	$6.50
04/16/2005	Oskvarek, Glenn J	P	00153	City Of Chicago Police	$916.66
08/02/2001	Oprondek, Gary	P	00151	City Of Chicago Police	$6.50
08/02/2001	Oprondek, Gary	P	00151	City Of Chicago Police	$13.72
08/02/2001	Oprondek, Gary	P	00151	City Of Chicago Police	$4.48
08/02/2001	Oprondek, Gary	P	00151	City Of Chicago Police	$178.96
08/02/2001	Oprondek, Gary	P	00151	City Of Chicago Police	$114.69
08/02/2001	Oprondek, Gary	P	00151	City Of Chicago Police	$6.50
08/02/2001	Oprondek, Gary	P	00151	City Of Chicago Police	$1.39
08/02/2001	Oprondek, Gary	P	00151	City Of Chicago Police	$19.19

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
08/02/2001	Oprondek, Gary	P	00151	City Of Chicago Police	$6.50
08/17/2002	Oconnor, Karen	P	00024	City Of Chicago Police	$750.65
02/24/1998	Oconnell, Dennis L	P	00006	City Of Chicago Police	$183.95
02/24/1998	Oconnell, Dennis L	P	00006	City Of Chicago Police	$114.71
02/24/1998	Oconnell, Dennis L	P	00006	City Of Chicago Police	$22.56
02/24/1998	Oconnell, Dennis L	P	00006	City Of Chicago Police	$259.36
02/24/1998	Oconnell, Dennis L	P	00006	City Of Chicago Police	$200.61
02/24/1998	Oconnell, Dennis L	P	00006	City Of Chicago Police	$40.75
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$117.86
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$502.02
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$498.17
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$32.08
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$6.50
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$0.82
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$164.70
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$334.98
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$6.50
06/08/1993	Miller-Shemash, Kimberly	P	00010	City Of Chicago Police	$66.02
06/08/1993	Miller-Shemash, Kimberly	P	00010	City Of Chicago Police	$6.50
06/08/1993	Miller-Shemash, Kimberly	P	00010	City Of Chicago Police	$124.71
06/08/1993	Miller-Shemash, Kimberly	P	00010	City Of Chicago Police	$124.71
03/07/2002	Merriweather, Sheila A	P	00005	City Of Chicago Police	$562.42
03/07/2002	Merriweather, Sheila A	P	00005	City Of Chicago Police	$34.84
03/07/2002	Merriweather, Sheila A	P	00005	City Of Chicago Police	$6.50
03/07/2002	Merriweather, Sheila A	P	00005	City Of Chicago Police	$0.89
07/15/1995	Manno, Samuel Jr.	P	00025	City Of Chicago Police	$6.50
12/11/2006	Manning, Jennifer E.	P	00022	City Of Chicago Police	$249.96
05/16/1999	Mackey, Patricia J	P	00044	City Of Chicago Police	$9.33
05/16/1999	Mackey, Patricia J	P	00044	City Of Chicago Police	$287.70
05/16/1999	Mackey, Patricia J	P	00044	City Of Chicago Police	$6.50
05/16/1999	Mackey, Patricia J	P	00044	City Of Chicago Police	$106.61
05/16/1999	Mackey, Patricia J	P	00044	City Of Chicago Police	$6.50
05/16/1999	Mackey, Patricia J	P	00044	City Of Chicago Police	$770.90

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
05/16/1999	Mackey, Patricia J	P	00044	City Of Chicago Police	$6.50
05/16/1999	Mackey, Patricia J	P	00044	City Of Chicago Police	$253.38
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$918.23
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$502.02
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$0.40
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$211.76
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$1.00
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$534.91
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$2.10
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$0.38
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$202.47
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$0.32
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$170.96
09/18/2003	Lopez, Ruth P	P	00009	City Of Chicago Police	$6.50
08/21/2003	Kitowski, Nicholas	P	00018	City Of Chicago Police	$228.65
08/21/2003	Kitowski, Nicholas	P	00018	City Of Chicago Police	$314.81
01/12/2003	Jenkins, Johnny B	P	00045	City Of Chicago Police	$105.68
01/12/2003	Jenkins, Johnny B	P	00045	City Of Chicago Police	$6.50
06/23/2009	JACKSON, ANTHONY			City Of Chicago Police	$348.72
06/07/1999	Hopkins, Will E	P	00021	City Of Chicago Police	$6.50
06/07/1999	Hopkins, Will E	P	00021	City Of Chicago Police	$65.56
06/07/1999	Hopkins, Will E	P	00021	City Of Chicago Police	$0.96
10/07/1997	Holmes, Richard	P	00017	City Of Chicago Police	$200.61
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$0.80
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$273.13
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$6.50
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$0.51
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$569.46

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$6.50
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$1.06
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$66.25
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$6.50
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$0.80
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$6.50
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$66.25
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$121.21
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$615.00
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$6.50
12/15/2008	GARTH, WALTER	9161	023	City Of Chicago Police	$61.52
12/15/2008	GARTH, WALTER	9161	023	City Of Chicago Police	$2.02
12/15/2008	GARTH, WALTER	9161	023	City Of Chicago Police	$6.50
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$36.73
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$618.07
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$6.50
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$7.48
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$193.04
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$326.95
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$7.84
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$155.28
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$62.77
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$6.50
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$1.60
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$6.50
04/22/2006	Eigenbauer, Robert	P	00014	City Of Chicago Police	$106.61
04/22/2006	Eigenbauer, Robert	P	00014	City Of Chicago Police	$6.50
07/21/2007	Deraedt, Craig A	P	00016	City Of Chicago Police	$74.55
12/05/1995	Davis, William H	P	00007	City Of Chicago Police	$6.50
12/05/1995	Davis, William H	P	00007	City Of Chicago Police	$321.38
12/05/1995	Davis, William H	P	00007	City Of Chicago Police	$6.50
12/05/1995	Davis, William H	P	00007	City Of Chicago Police	$36.69
12/05/1995	Davis, William H	P	00007	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
12/05/1995	Davis, William H	P	00007	City Of Chicago Police	$250.00
12/05/1995	Davis, William H	P	00007	City Of Chicago Police	$6.50
09/28/1993	Dace, Veronica	P	00005	City Of Chicago Police	$615.00
09/28/1993	Dace, Veronica	P	00005	City Of Chicago Police	$6.50
09/28/1993	Dace, Veronica	P	00005	City Of Chicago Police	$200.61
09/28/1993	Dace, Veronica	P	00005	City Of Chicago Police	$116.51
05/14/2010	DARCY, PATRICIA	9161		City Of Chicago Police	$6.50
05/14/2010	DARCY, PATRICIA	9161		City Of Chicago Police	$769.23
05/14/2010	DARCY, PATRICIA	9161		City Of Chicago Police	$6.50
05/14/2010	DARCY, PATRICIA	9161		City Of Chicago Police	$69.74
05/14/2010	DARCY, PATRICIA	9161		City Of Chicago Police	$6.50
05/14/2010	DARCY, PATRICIA	9161		City Of Chicago Police	$4.54
05/14/2010	DARCY, PATRICIA	9161		City Of Chicago Police	$185.93
09/13/2002	Carli, Lisa D	P	00284	City Of Chicago Police	$6.50
09/13/2002	Carli, Lisa D	P	00284	City Of Chicago Police	$6.50
09/13/2002	Carli, Lisa D	P	00284	City Of Chicago Police	$62.77
09/13/2002	Carli, Lisa D	P	00284	City Of Chicago Police	$719.00
09/13/2002	Carli, Lisa D	P	00284	City Of Chicago Police	$1.60
09/13/2002	Carli, Lisa D	P	00284	City Of Chicago Police	$1.32
09/13/2002	Carli, Lisa D	P	00284	City Of Chicago Police	$6.50
03/16/2011	CHESTER, PAUL	3286		City Of Chicago Police	$2.04
03/16/2011	CHESTER, PAUL	3286		City Of Chicago Police	$6.50
03/16/2011	CHESTER, PAUL	3286		City Of Chicago Police	$286.03
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$937.36
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$94.03
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$265.51
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$6.60
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$106.61
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$6.50
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$6.50
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$796.97
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$6.50
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$6.50
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$6.50
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$6.50
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$6.50
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$369.40
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$340.75
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$110.23
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$530.65
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$227.59
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$6.50
02/07/2008	Bohan, Cecila	P	00022	City Of Chicago Police	$74.55
02/07/2008	Bohan, Cecila	P	00022	City Of Chicago Police	$762.29
02/07/2008	Bohan, Cecila	P	00022	City Of Chicago Police	$6.50
02/07/2008	Bohan, Cecila	P	00022	City Of Chicago Police	$62.77
02/07/2008	Bohan, Cecila	P	00022	City Of Chicago Police	$6.50
02/07/2008	Bohan, Cecila	P	00022	City Of Chicago Police	$1.60
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$653.48
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$635.19
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$137.54
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.94
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$146.57
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$15.25
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$206.31
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$128.97
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$235.83
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$138.83
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$8.12

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$106.61
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$137.54
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.94
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$83.80
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$208.92
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$1.52
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$138.83
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$8.12
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$106.61
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$113.00
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$3.29
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$6.50
04/10/2000	Barney, Walter	P	00004	City Of Chicago Police	$5.17
07/28/2001	Anthony, Wanda	P	00016	City Of Chicago Police	$148.01
07/28/2001	Anthony, Wanda	P	00016	City Of Chicago Police	$150.57
11/06/2007	Anderson, Rhonda M	P	00189	City Of Chicago Police	$6.50
11/06/2007	Anderson, Rhonda M	P	00189	City Of Chicago Police	$66.25
11/06/2007	Anderson, Rhonda M	P	00189	City Of Chicago Police	$6.50
11/06/2007	Anderson, Rhonda M	P	00189	City Of Chicago Police	$0.80
11/06/2007	Anderson, Rhonda M	P	00189	City Of Chicago Police	$1.92
11/06/2007	Anderson, Rhonda M	P	00189	City Of Chicago Police	$158.68
02/12/2009	ANDREWS, PATRICK	9161	020	City Of Chicago Police	$46.19
02/12/2009	ANDREWS, PATRICK	9161	020	City Of Chicago Police	$710.63
02/12/2009	ANDREWS, PATRICK	9161	020	City Of Chicago Police	$253.38
02/12/2009	ANDREWS, PATRICK	9161	020	City Of Chicago Police	$108.82
07/05/2010	ACCARDO, ROSEMARY			City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
07/05/2010	ACCARDO, ROSEMARY			City Of Chicago Police	$393.76
07/05/2010	ACCARDO, ROSEMARY			City Of Chicago Police	$5.78

Claim Total	Amount
277	$34,175.02

Claim Total	Amount
292	$35,932.50

Third Party Orders.
(All Amounts)

[Or2013-642]

Ordered, That the City Comptroller is authorized and directed to issue payments 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; 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 the 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 the Fire Department and the payments are to be drawn in favor of the proper claimants and charged to the following Account Numbers: 100-57-2005-0937; 610-57-4415-0937; 740-57-4415-0937; 100-59-2005-0937; 610-59-4415-0937; and 740-59-4415-0937.

[Third party orders printed on pages 61623 through 61626 of this *Journal*.]

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[Or2013-646]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under

(Continued on page 61627)

City Of Chicago

Police & Fire Third-Party Orders

	Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
Insured Name1: City Of Chicago Police						
	01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$6.50
	01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$0.62
	01/26/2010	YOUNG, JAMES	9161	189	City Of Chicago Police	$51.41
	11/19/2002	Villanueva, Kristen	P	00007	City Of Chicago Police	$6.50
	11/19/2002	Villanueva, Kristen	P	00007	City Of Chicago Police	$6.13
	11/19/2002	Villanueva, Kristen	P	00007	City Of Chicago Police	$79.96
	07/15/2008	Torres, Eddie J	P	00019	City Of Chicago Police	$43.50
	07/15/2008	Torres, Eddie J	P	00019	City Of Chicago Police	$6.50
	07/15/2008	Torres, Eddie J	P	00019	City Of Chicago Police	$0.31
	05/06/1997	Strocchia, Catherine	P	00010	City Of Chicago Police	$1,115.53
	12/15/2006	Soltis, David	P	00002	City Of Chicago Police	$6.50
	12/15/2006	Soltis, David	P	00002	City Of Chicago Police	$69.74
	12/15/2006	Soltis, David	P	00002	City Of Chicago Police	$0.58
	12/15/2006	Soltis, David	P	00002	City Of Chicago Police	$311.79
	12/15/2006	Soltis, David	P	00002	City Of Chicago Police	$336.45
	12/15/2006	Soltis, David	P	00002	City Of Chicago Police	$0.62
	12/15/2006	Soltis, David	P	00002	City Of Chicago Police	$6.50
	12/15/2006	Soltis, David	P	00002	City Of Chicago Police	$6.50
	11/15/2008	Smolek, Michael A	P	00013	City Of Chicago Police	$2.81
	08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$0.80
	08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$6.50
	08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$66.25
	08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$1,239.72
	08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$1,329.34
	08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$0.25
	08/31/2000	Selke, Michael J	P	00008	City Of Chicago Police	$131.45
	05/06/2009	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$7.50
	05/06/2009	STEHLIK, SCOTT	9161	701	City Of Chicago Police	$7.50
	01/05/1996	Rivera, Sally A	P	00025	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
01/05/1996	Rivera, Sally A	P	00025	City Of Chicago Police	$101.28
01/05/1996	Rivera, Sally A	P	00025	City Of Chicago Police	$1.23
06/23/2009	REWERS, RONALD	9161	019	City Of Chicago Police	$3,953.23
06/06/1988	Phillips, Susan	P	00004	City Of Chicago Police	$2,141.31
05/15/1993	Perez-Burgos, Carolyn	P	00010	City Of Chicago Police	$1,732.46
09/02/2006	Pena, Lillian	P	00021	City Of Chicago Police	$2,168.00
10/09/2007	Oconnell, James M	P	00021	City Of Chicago Police	$21.78
02/24/1998	Oconnell, Dennis L	P	00006	City Of Chicago Police	$6.50
02/24/1998	Oconnell, Dennis L	P	00006	City Of Chicago Police	$531.30
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$27.13
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$6.50
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$334.98
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$6.50
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$0.69
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$502.02
05/03/2008	Obrecki, Robert	P	00016	City Of Chicago Police	$498.18
01/02/2003	Moran, John W	P	00153	City Of Chicago Police	$6.28
11/15/2008	Miller Jr, Ronnie	P	00018	City Of Chicago Police	$22.35
11/15/2008	Miller Jr, Ronnie	P	00018	City Of Chicago Police	$2.84
11/18/2007	Miceli, Mary	P	00018	City Of Chicago Police	$4.78
11/18/2007	Miceli, Mary	P	00018	City Of Chicago Police	$21.03
03/07/2002	Merriweather, Sheila A	P	00005	City Of Chicago Police	$1.60
03/07/2002	Merriweather, Sheila A	P	00005	City Of Chicago Police	$6.50
03/07/2002	Merriweather, Sheila A	P	00005	City Of Chicago Police	$62.77
03/07/2002	Merriweather, Sheila A	P	00005	City Of Chicago Police	$62.77
03/07/2002	Merriweather, Sheila A	P	00005	City Of Chicago Police	$6.50
03/07/2002	Merriweather, Sheila A	P	00005	City Of Chicago Police	$1.60
12/25/2006	Manning, Christopher J.	P	00015	City Of Chicago Police	$5.17
05/16/1999	Mackey, Patricia J	P	00044	City Of Chicago Police	$7.50
05/16/1999	Mackey, Patricia J	P	00044	City Of Chicago Police	$415.87
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$1,123.84
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$0.40
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$6.50

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
07/26/2009	MCGUIRE, KERRY L	9161	017	City Of Chicago Police	$211.76
12/11/2008	LITTLE, ALEXANDRA			City Of Chicago Police	$3.47
08/07/2008	Kirkilas, Gary S	P	00012	City Of Chicago Police	$7.50
11/28/2006	Keating, Renata M	P	00013	City Of Chicago Police	$4.89
06/23/2009	JACKSON, ANTHONY			City Of Chicago Police	$1,065.34
05/26/2008	Hayman, Phillip H	P	00008	City Of Chicago Police	$2.30
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$1.06
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$6.50
02/16/2008	Hatter, Corey	P	00011	City Of Chicago Police	$569.46
06/06/2008	Gricki-Onorato, Victoria V	P	00014	City Of Chicago Police	$178.50
01/14/2003	Fuda, Frank J	P	00007	City Of Chicago Police	$1,044.11
05/02/2006	Foster, Teresa	P	00002	City Of Chicago Police	$11.10
05/02/2006	Foster, Teresa	P	00002	City Of Chicago Police	$11.10
04/22/2006	Eigenbauer, Robert	P	00014	City Of Chicago Police	$6.50
04/22/2006	Eigenbauer, Robert	P	00014	City Of Chicago Police	$325.81
11/15/2008	Duran, Rene	P	00013	City Of Chicago Police	$30.46
09/01/1999	Duffy, Cathleen	P	00018	City Of Chicago Police	$38.08
12/05/1995	Davis, William H	P	00007	City Of Chicago Police	$2,665.13
09/28/1993	Dace, Veronica	P	00005	City Of Chicago Police	$154.58
09/28/1993	Dace, Veronica	P	00005	City Of Chicago Police	$6.50
09/05/1987	Crowley, James	P	00002	City Of Chicago Police	$15,701.50
09/05/1987	Crowley, James	P	00002	City Of Chicago Police	$15,195.00
07/23/2008	Clavijo, Paul	P	00023	City Of Chicago Police	$12.93
09/13/2002	Carli, Lisa D	P	00284	City Of Chicago Police	$1,224.00
08/30/2009	COATS, CHRISTOPHER	9161	022	City Of Chicago Police	$11.46
08/30/2009	COATS, CHRISTOPHER	9161	022	City Of Chicago Police	$8.76
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$5,605.17
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$1,162.76
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$3,265.82
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$5,628.77
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$5,622.12
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$5,588.88
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$6,317.08

Incident Date	Claimant	Rank	Assigned to Unit	Insured	Total Paid
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$1,600.24
08/15/2002	Brumley, Cedric	P	00004	City Of Chicago Police	$5,575.25
02/07/2008	Bohan, Cecila	P	00022	City Of Chicago Police	$154.86
02/07/2008	Bohan, Cecila	P	00022	City Of Chicago Police	$154.86
06/21/2009	BORSKI, MARK	9152	701	City Of Chicago Police	$6.23
11/06/2007	Anderson, Rhonda M	P	00189	City Of Chicago Police	$0.43
11/06/2007	Anderson, Rhonda M	P	00189	City Of Chicago Police	$6.50
11/06/2007	Anderson, Rhonda M	P	00189	City Of Chicago Police	$0.43
11/06/2007	Anderson, Rhonda M	P	00189	City Of Chicago Police	$231.44
11/06/2007	Anderson, Rhonda M	P	00189	City Of Chicago Police	$231.44
11/06/2007	Anderson, Rhonda M	P	00189	City Of Chicago Police	$6.50
11/15/2007	Aguilera, Melissa A	P	00003	City Of Chicago Police	$14.88
02/12/2009	ANDREWS, PATRICK	9161	020	City Of Chicago Police	$3.46
02/12/2009	ANDREWS, PATRICK	9161	020	City Of Chicago Police	$33,313.20

Claim Total	Amount
109	$131,633.77

Claim Total	Amount
109	$131,633.77

(Continued from page 61622)

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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 and final settlement on each claim on the date and location by type of claim as follows:

[List of claimants printed on page 61628
of this *Journal.*]

City Of Chicago

Journal Report for City Council GL Claims

PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.
[Or2013-647]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 amounts to be paid in full as follows and charged to Account Number 100-99-4415-0939-0939:

[List of claimants printed on pages 61630 through 61635 of this *Journal*.]

CITY OF CHICAGO

COMMITTEE ON FINANCE

REPORT OF RECOMMENDATION

TO THE CITY COUNCIL

CITY OF CHICAGO

Ladies and Gentlemen:

The Committee on Finance submits the following report:

CHICAGO, October 15, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration

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CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/16/2013

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
MARGATE TERRACE CONDO ASSN.	38	ANNUAL	2010	2,669.61	HARRY OSTERMAN	48
MASTERCRAFT CONDOMINIUMS	16	ANNUAL	2010	1,200.00	SCOTT WAGUESPACK	32
MENARD MANOR CONDO ASSOC.	11	ANNUAL	2010	825.00	JOHN ARENA	45
MERRIMAC SQUARE CONDO.ASSN.1	50	ANNUAL	2010	3,750.00	TIMOTHY CULLERTON	38
METRO POINTE LOFT CONDO ASSOC.	32	ANNUAL	2010	2,400.00	PATRICK J O'CONNOR	40
METROPOLIS CONDOMINIUM ASSOC.	169	ANNUAL	2010	6,995.24	BRENDAN REILLY	42
MICHIGAN INDIANA CONDO ASSN.	120	ANNUAL	2010	9,000.00	PAT DOWELL	03
MONROE MANOR CONDOMINIUM	53	ANNUAL	2010	3,975.00	WALTER BURNETT JR.	27
MONTRECOTT CONDOMINIUM ASSN.	26	ANNUAL	2010	1,950.00	AMEYA PAWAR	47
NORMANDY CONDOMINIUM	24	ANNUAL	2010	1,722.60	MARY O'CONNOR	41
NORTH DAMEN SQUARE CONDO ASSOC	38	ANNUAL	2010	2,850.00	PATRICK J O'CONNOR	40
NORTH RIVERSIDE TERRACE CONDO	21	ANNUAL	2010	1,575.00	RICHARD F. MELL	33
NORTH SHORE AVE. CONDO. ASSN.	7	ANNUAL	2010	525.00	JOE MOORE	49
NORTH SHORE CONDO ASSOCIATION	18	ANNUAL	2010	1,350.00	JOE MOORE	49
NORTHGATE LANDING CONDO.ASS'N.	40	ANNUAL	2010	3,000.00	JOE MOORE	49
NORTHGATE PIER CONDO ASSOC.	72	ANNUAL	2010	5,400.00	JOE MOORE	49
NORTHWEST POINT CONDO. ASSOC.	16	ANNUAL	2010	1,200.00	MARY O'CONNOR	41
NORTHWEST TERRACE CONDO BLDG	28	ANNUAL	2010	2,100.00	MARY O'CONNOR	41
NORTHWEST TERRACE CONDO.#2	28	ANNUAL	2010	2,100.00	MARY O'CONNOR	41
NORWOOD MANOR CONDO. ASSN.	26	ANNUAL	2010	1,950.00	MARY O'CONNOR	41
OAK STREET TERRACE CONDO ASSOC	14	ANNUAL	2010	1,050.00	BRENDAN REILLY	42
OAKFIELD WEST CONDO ASSN.	224	ANNUAL	2010	16,800.00	NICHOLAS SPOSATO	36
OAKWOOD COURT CONDO I	60	ANNUAL	2010	4,500.00	MARY O'CONNOR	41
OVERHILL COURTE CONDO.ASSOC.	9	ANNUAL	2010	675.00	MARY O'CONNOR	41
PALATINE CONDOMINIUM ASSOC.	8	ANNUAL	2010	600.00	MARY O'CONNOR	41
PALMER POINTE CONDO. ASSN.	7	ANNUAL	2010	525.00	ROBERTO MALDONADO	26
PARK ALEXANDRIA	263	ANNUAL	2010	16,812.90	ROBERT FIORETTI	02
PARK CASTLE CONDOMINIUM ASSN.	68	ANNUAL	2010	5,080.60	DEBRA SILVERSTEIN	50
PARK GABLES APT. HOMES,INC.	72	ANNUAL	2010	5,400.00	DEBRA SILVERSTEIN	50
PARK MANOR CONDOMINIUM	12	ANNUAL	2010	900.00	RICHARD F. MELL	33
PARK PLACE CONDOMINIUM II	18	ANNUAL	2010	1,350.00	MARTY QUINN	13
PARK PLACE III CONDO ASSOC.	18	ANNUAL	2010	1,350.00	MARTY QUINN	13
PARK PLACE IV CONDO. ASSOC.	18	ANNUAL	2010	1,350.00	MARTY QUINN	13
PARKVIEW CONDO ASSOC PHASE I.	14	ANNUAL	2010	937.10	MATTHEW O'SHEA	19
PARKVIEW EAST CONDO ASSOC.#2	30	ANNUAL	2010	2,250.00	MARY O'CONNOR	41
PARKWAY CIRCLE CONDO ASSOC.	50	ANNUAL	2010	3,750.00	MARY O'CONNOR	41
PEORIA STREET LOFTS CONDO.	25	ANNUAL	2010	1,875.00	WALTER BURNETT JR.	27
PETERSON LOFTS CONDOMINIUM	49	ANNUAL	2010	3,675.00	ROBERT FIORETTI	02
PRATT DU LAC CONDO. ASSOC.	31	ANNUAL	2010	2,325.00	JOE MOORE	49
PRATT SHORE CONDO ASSC.	28	ANNUAL	2010	2,100.00	PATRICK J O'CONNOR	40
PRINTERS SQUARE CONDO. ASSOC.	355	ANNUAL	2010	22,976.00	ROBERT FIORETTI	02
QUADRANGLE CONDOMINIUM	13	ANNUAL	2010	975.00	LESLIE HAIRSTON	05
RAVINIA LOFTS CONDOMINIUM	42	ANNUAL	2010	1,772.55	PAT DOWELL	03
REGAL CONDOMINIUMS ASSOC.	107	ANNUAL	2010	5,921.30	SCOTT WAGUESPACK	32
RESIDENCES AT RIVER EAST	620	ANNUAL	2010	33,484.95	BRENDAN REILLY	42

CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/16/2013

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
RIVIERA CONDOMINIUM	18	ANNUAL	2010	1,350.00	JOE MOORE	49
ROCKLAND MANOR CONDO. ASSOC.	9	ANNUAL	2010	675.00	AMEYA PAWAR	47
ROSCOE MANOR CONDO ASSOCIATION	19	ANNUAL	2010	1,425.00	SCOTT WAGUESPACK	32
ROSSES POINTE TOWNHOME ASSOC	8	ANNUAL	2010	600.00	MICHAEL R. ZALEWSKI	23
SAUGANASH OAKS CONDO. ASSN.	14	ANNUAL	2010	1,050.00	MARGARET LAURINO	39
SEMINARY COURT CONDO.ASS'N.	26	ANNUAL	2010	1,950.00	AMEYA PAWAR	47
SHENANDOAH CONDO ASSOC INC	9	ANNUAL	2010	675.00	MARY O'CONNOR	41
SHERIDAN LAKE-SIDE CONDO.	58	ANNUAL	2010	4,350.00	JOE MOORE	49
SHERWIN ON THE LAKE CONDO.	103	ANNUAL	2010	6,916.11	JOE MOORE	49
SHERWIN PLACE CONDO ASSN.	28	ANNUAL	2010	2,100.00	JOE MOORE	49
ST. WENSCESLAUS SQUARE ASSOC	54	ANNUAL	2010	4,050.00	REY COLON	35
STATE PLACE CENTRE CONDO ASSOC	47	ANNUAL	2010	3,525.00	ROBERT FIORETTI	02
STATE STREET CONDOMINIUM	6	ANNUAL	2010	450.00	RODERICK SAWYER	06
STREETERVILLE CENTER CONDO	161	ANNUAL	2010	12,075.00	BRENDAN REILLY	42
THE AMBIANCE CONDOMINIUM	31	ANNUAL	2010	2,325.00	THOMAS TUNNEY	44
THE BRIGHTON OF LINCOLN PARK	75	ANNUAL	2010	4,226.39	MICHELE SMITH	43
THE INNS OF CRT. ON BLACKSTONE	18	ANNUAL	2010	1,350.00	LESLIE HAIRSTON	05
THE OAK CLUB CONDO. ASSOC.	52	ANNUAL	2010	3,900.00	BRENDAN REILLY	42
THE PARK CONDOMINIUMS	13	ANNUAL	2010	975.00	LESLIE HAIRSTON	05
THE PINNACLE CONDOMINIUM ASSN.	213	ANNUAL	2010	10,453.94	BRENDAN REILLY	42
THE RESIDENCES AT 950 W.MONROE	101	ANNUAL	2010	7,575.00	ROBERT FIORETTI	02
THE TWNHMS.OF VERMON PARK C.A.	49	ANNUAL	2010	3,675.00	DANNY SOLIS	25
THE 1143 SOUTH PLYMOUTH COURT	75	ANNUAL	2010	5,625.00	ROBERT FIORETTI	02
TOUHY TERRACE CONDOMINIUM	21	ANNUAL	2010	1,575.00	JOE MOORE	49
TOWER HOMES REALTY TRUST	13	ANNUAL	2010	975.00	LESLIE HAIRSTON	05
TRANSPORTATION BLDG. CONDO.	294	ANNUAL	2010	11,995.76	ROBERT FIORETTI	02
UNION LOFTS CONDO ASSOC.	47	ANNUAL	2010	3,525.00	ROBERT FIORETTI	02
UNIVERSITY COMMONS CONDOMINIUM	30	ANNUAL	2010	2,250.00	LESLIE HAIRSTON	05
UNIVERSITY COMMONS I	137	ANNUAL	2010	8,406.00	DANNY SOLIS	25
UNIVERSITY COMMONS II	185	ANNUAL	2010	12,035.52	DANNY SOLIS	25
UNIVERSITY COMMONS III	196	ANNUAL	2010	13,182.48	DANNY SOLIS	25
UNIVERSITY COMMONS IV CONDO	140	ANNUAL	2010	10,500.00	DANNY SOLIS	25
UNIVERSITY COMMONS V CONDO	128	ANNUAL	2010	8,406.00	DANNY SOLIS	25
VANDERPOELWOOD CONDO ASSOC.	24	ANNUAL	2010	1,800.00	MATTHEW O'SHEA	19
VOLTA TERRACE CONDO ASSOC.	22	ANNUAL	2010	1,650.00	MARGARET LAURINO	39
WEBSTER ON THE PARK	6	ANNUAL	2010	450.00	MICHELE SMITH	43
WESTHAVEN PARK HOMES	6000	ANNUAL	2010	5,920.13	WALTER BURNETT JR.	27
WILLOW GLEN CONDO ASSOC.	39	ANNUAL	2010	2,925.00	HARRY OSTERMAN	48
WINCHESTER-HOOD GARDEN HOMES	92	ANNUAL	2010	4,334.51	PATRICK J O'CONNOR	40
WINCHESTER-HOOD GARDEN HOMES	72	ANNUAL	2010	4,277.06	PATRICK J O'CONNOR	40
WINDSOR COURTS CONDO #2	18	ANNUAL	2010	1,350.00	JOHN ARENA	45
WINDSOR HOUSE CONDO ASSOC.	36	ANNUAL	2010	2,700.00	HARRY OSTERMAN	48
WINDSOR WEST CONDO ASSOC.	36	ANNUAL	2010	2,700.00	JOHN ARENA	45
WRIGHTWOOD CONDO. ASSOC.	19	ANNUAL	2010	1,425.00	MICHELE SMITH	43
WRIGHTWOOD COURT TWNHM.ASSN.	29	ANNUAL	2010	2,175.00	SCOTT WAGUESPACK	32

CITY OF CHICAGO
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 10/16/2013

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
YESTERYEAR CONDO. ASSN.	30	ANNUAL	2010	2,250.00	AMEYA PAWAR	47
119 W. CHESTNUT CONDO ASSOC.	9	ANNUAL	2010	675.00	BRENDAN REILLY	42
1325-35 E. 52ND ST. CONDO	9	ANNUAL	2010	675.00	WILLIAM BURNS	04
1330 FARGO CONDOMINIUM ASSN.	24	ANNUAL	2010	1,800.00	JOE MOORE	49
1400-12 E.56TH ST. CONDO.ASSOC	18	ANNUAL	2010	1,350.00	LESLIE HAIRSTON	05
1427-29 ROSEMONT CONDOMINIUM	6	ANNUAL	2010	450.00	PATRICK J O'CONNOR	40
1431-33 W.ROSEMONT CONDO.ASSN.	6	ANNUAL	2010	450.00	PATRICK J O'CONNOR	40
1500 LAKE SHORE DRIVE BUILDING	57	ANNUAL	2010	4,275.00	MICHELE SMITH	43
1518 WEST OLIVE CONDO ASSN	8	ANNUAL	2010	600.00	HARRY OSTERMAN	48
1534 PRATT CONDO ASSN.	12	ANNUAL	2010	900.00	JOE MOORE	49
1758 W DIVERSEY CONDO ASSOC	6	ANNUAL	2010	450.00	THOMAS TUNNEY	44
18TH STREETS LOFTS CONDOS	53	ANNUAL	2010	3,975.00	ROBERT FIORETTI	02
1801 N. ORLEANS CONDOMINIUM	9	ANNUAL	2010	675.00	MICHELE SMITH	43
1931 BELOMONT CONDO ASSN.	6	ANNUAL	2010	450.00	SCOTT WAGUESPACK	32
2007 N. SEDGWICK CONDOMINIUM	40	ANNUAL	2010	3,000.00	MICHELE SMITH	43
2039-49 EAST 72ND STREET	18	ANNUAL	2010	1,350.00	LESLIE HAIRSTON	05
21 E. CHESTNUT CONDO ASSOC.	161	ANNUAL	2010	12,075.00	BRENDAN REILLY	42
212 W. WASHINGTON CONDOMINIUM	183	ANNUAL	2010	4,706.70	BRENDAN REILLY	42
2221 W. FARWELL CONDO ASSOC.	6	ANNUAL	2010	450.00	DEBRA SILVERSTEIN	50
2239 N. LISTER CONDO. ASSOC.	8	ANNUAL	2010	600.00	SCOTT WAGUESPACK	32
230 E. ONTARIO CONDO. ASSN.	142	ANNUAL	2010	10,650.00	BRENDAN REILLY	42
2344 LINCOLN PARK WEST	6	ANNUAL	2010	450.00	MICHELE SMITH	43
247 E. CHESTNUT CONDO ASSOC	88	ANNUAL	2010	6,600.00	BRENDAN REILLY	42
2629 HAMPDEN COURT CONDO ASSN.	67	ANNUAL	2010	5,025.00	MICHELE SMITH	43
2654-56 W. FITCH/7143-45 N.	15	ANNUAL	2010	1,125.00	DEBRA SILVERSTEIN	50
2724 W. BERWYN AVE CONDO	8	ANNUAL	2010	600.00	PATRICK J O'CONNOR	40
2757-67 N. LINCOLN ASSOC.	17	ANNUAL	2010	1,275.00	SCOTT WAGUESPACK	32
2835 N. LAKEWOOD CONDO.ASSOC.	12	ANNUAL	2010	900.00	SCOTT WAGUESPACK	32
3111 W. LAWRENCE CONDO ASSOC.	24	ANNUAL	2010	1,800.00	RICHARD F. MELL	33
3150 NORTH SHERIDAN ROAD CONDO	106	ANNUAL	2010	7,950.00	THOMAS TUNNEY	44
3440 LAKE SHORE DRIVE CONDO.	218	ANNUAL	2010	16,350.00	THOMAS TUNNEY	44
3825 CONDOMINIUM ASSOCIATION	93	ANNUAL	2010	6,975.00	JAMES CAPPLEMAN	46
3853 NARAGANSETT CONDOMINIUM	8	ANNUAL	2010	600.00	TIMOTHY CULLERTON	38
40 EAST CEDAR CONDO ASSOC.	75	ANNUAL	2010	5,625.00	BRENDAN REILLY	42
400 E. OHIO CONDO.ASSOCIATION	182	ANNUAL	2010	13,650.00	BRENDAN REILLY	42
401 W. WEBSTER CONDO ASSOC.	36	ANNUAL	2010	2,700.00	MICHELE SMITH	43
4036 W. 87TH ST.CONDO. ASSOC	6	ANNUAL	2010	450.00	LONA LANE	18
4050 LINCOLN LOFTS	18	ANNUAL	2010	1,350.00	AMEYA PAWAR	47
420 ALDINE CONDO. ASSN.	71	ANNUAL	2010	5,325.00	THOMAS TUNNEY	44
4206 N. CALIFORNIA CONDO	17	ANNUAL	2010	1,107.00	RICHARD F. MELL	33
4430 N. CLIFTON CONDO ASSOC.	6	ANNUAL	2010	450.00	JAMES CAPPLEMAN	46
445-47 FULLERTON CONDO. ASSOC.	8	ANNUAL	2010	600.00	MICHELE SMITH	43
4452-54 N. DOVER CONDO	7	ANNUAL	2010	450.00	AMEYA PAWAR	47
50 E. BELLEVUE CONDOMINIUM	142	ANNUAL	2010	9,058.81	BRENDAN REILLY	42
515 W.BELDEN TOWNHOUSES	16	ANNUAL	2010	1,200.00	MICHELE SMITH	43

PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

[Or2013-650]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

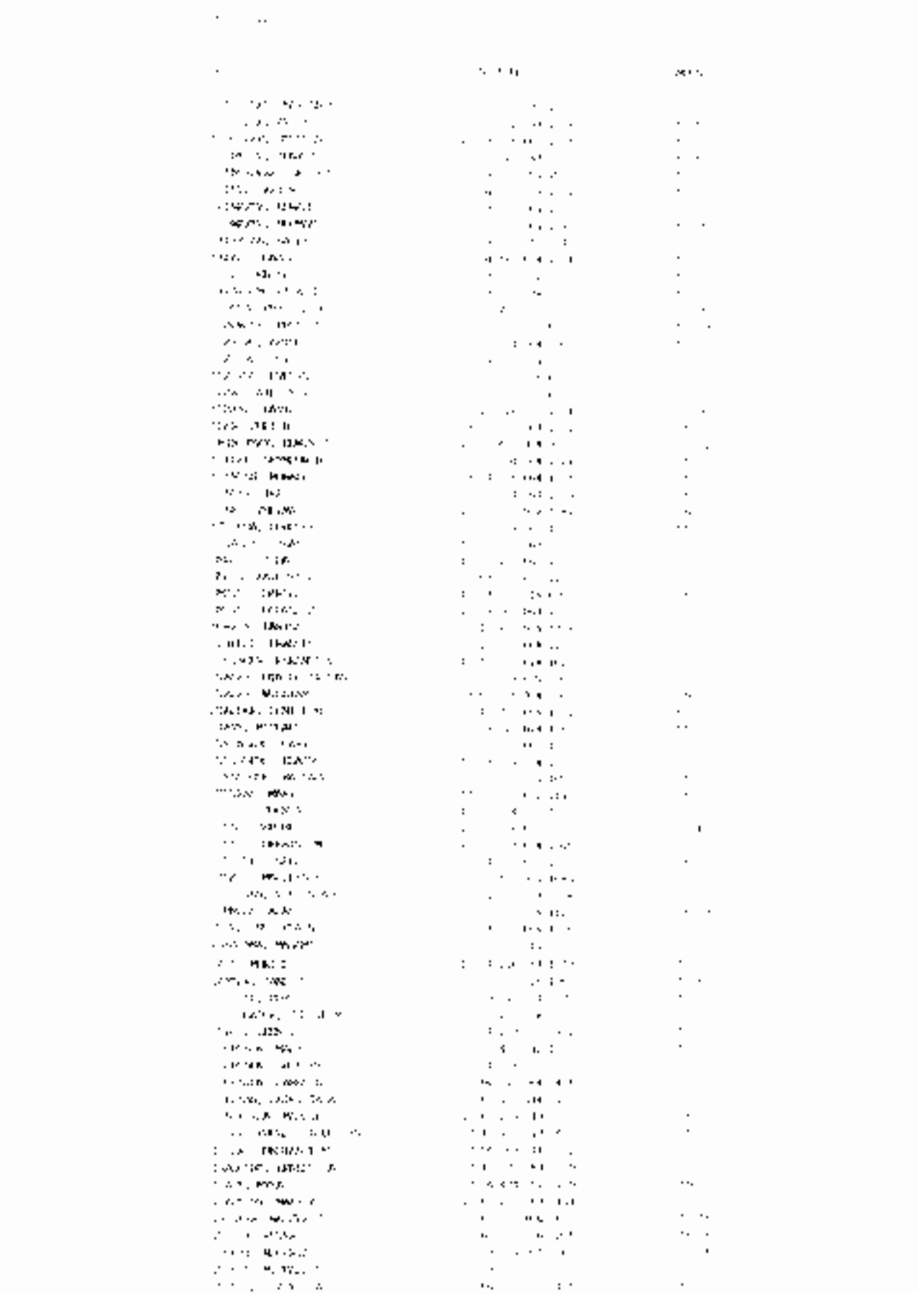
Nays -- None.

Alderman Balcer 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 amounts to be paid in full as follows and charged to Account Number 314-99-4415-9148-0938:

[List of claimants printed on pages 61637 through 61644 of this *Journal*.]



ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

[Or2013-641]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing four applications for the City of Chicago charitable solicitation (tag day) permits to: Children's Benefit League of Chicago & Suburbs, Life Development Ministries, PLAN International and Muscular Dystrophy Association-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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. Children's Benefit League of Chicago & Suburbs
April 4 and 5, 2014 -- citywide.

B. Life Development Ministries
October 24, 25, 28 -- 30, 2013
November 1, 4 -- 9, 11 -- 16, 18 -- 22, 25, 26, 29 and 30, 2013
December 2 -- 7, 9 -- 14, 16 -- 21, 2013 -- citywide.

C. PLAN International
Tuesdays through Sundays, October 26 through December 31, 2013 -- citywide.

D. Muscular Dystrophy Association-Chicago
October 27, 2013 -- citywide.

This order shall take effect and be in force from and after its passage.

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[CL2013-2096]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on June 8, 2011 and on subsequent dates sundry claims for various refunds, having had 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, with no dissenting vote.

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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

[List of denied claims printed on pages 61648 and 61649 in this *Journal*.]

Do Not Pass -- CONDOMINIUM REFUSE REBATE CLAIMS.

[CL2013-2097]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, Condominium Refuse Rebate Division, to which were referred on January 13, 2011, and on subsequent dates, sundry claims for condominium refuse rebate claims, having had 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, with no dissenting vote.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 61650)

City Of Chicago

Denied Claims by Claim Name

Claimant Name	Introduced to City Council
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
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[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

Printed Date: [illegible]

[illegible]	Introduced to City Council
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
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[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

(Continued from page 61647)

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

[List of denied claims referred to in this ordinance printed on page 61651 of this *Journal*.]

Do Not Pass -- EXEMPTION OF INSPIRATION CORPORATION, D.B.A. THE LIVING ROOM CAFE, FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

[O2013-6157]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance concerning the issuance of permits, free of charge, to The Inspiration Corporation, doing business as The Living Room Cafe, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed ordinance 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) EDWARD M. BURKE,
Chairman.

(Continued on page 61652)

C I T Y O F C H I C A G O
COMMITTEE ON FINANCE
REFUSE REBATE COUNCIL ORDERS--DID NOT PASS

MEETING DATE 10/16/2013

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******* SPONSOR ******************	
ANDERSONVILLE ARBOR CONDO	16	ANNUAL	2010		JAMES CAPPLEMAN	46
ARCHER COURTS TOWNHOME ASSOC	43	ANNUAL	2010		DANNY SOLIS	25
BERWOOD CONDO ASSOCIATION	6	ANNUAL	2010		HARRY OSTERMAN	48
LELAND ON THE LAKE CONDO	6	ANNUAL	2010		JAMES CAPPLEMAN	46
WOLCOTT CONDO ASSOCIATION	6	ANNUAL	2009		AMEYA PAWAR	47
5053-5055 N.SHERIDAN RD.CONDO	8	ANNUAL	2011		HARRY OSTERMAN	48

** GRAND TOTAL AMOUNT **

** GRAND TOTAL NUMBER ** 6

(Continued from page 61650)

On motion of Alderman Burke, the committee's recommendations were *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

Said ordinance which failed to pass reads as follows:

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, the Commissioner of Fire, the Director of Business Affairs and Licensing and the Director of Revenue 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 Inspiration Corporation, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 806 East 64th Street, Chicago, Illinois 60637.

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 Inspiration Corporation, doing business as The Living Room Cafe, a not-for-profit Illinois corporation located at 806 East 64th 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. The Inspiration Corporation, doing business as The Living Room Cafe, 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 years but in no event beyond June 8, 2014.

Placed On File -- REPORT OF SETTLEMENTS OF SUITS AGAINST CITY DURING MONTH OF AUGUST 2013.

[F2013-76]

The Committee on Finance submitted the following report:

CHICAGO, October 16, 2013.

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 August 2013, 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, with no dissenting vote.

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*.

Re-Referred -- AMENDMENT OF CHAPTER 18-14 OF MUNICIPAL CODE CONCERNING ENERGY USE BENCHMARKING FOR NON-RESIDENTIAL BUILDINGS.

[O2013-6196]

The Committee on Finance submitted the following report:

CHICAGO October 16, 2013.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending Chapter 18-14 of the Municipal Code of Chicago regarding building energy use benchmarking, having had the same under advisement, begs leave to report and recommend that your Honorable Body *Re-Refer* to the Committee on Zoning, Landmarks and Building Standards the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the Committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing Committee report was *Re-Referred to the Committee on Zoning, Landmarks and Building Standards* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

REAPPOINTMENT OF JOSEPH M. FERGUSON AS INSPECTOR GENERAL.
[A2013-105]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of Joseph M. Ferguson as Inspector General for a four-year term, having had the same under advisement, begs leave to report and recommend that Your Honorable *Body Approve* the proposed appointment.

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

Respectfully submitted,

(Signed) CARRIE M. AUSTIN,
Chairman.

On motion of Alderman Austin, the committee's recommendation was *Concurred In* and the said proposed reappointment of Joseph M. Ferguson as Inspector General was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2013 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[SO2013-6147]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the Year 2013 Annual Appropriation Ordinance necessary to reflect an increase in the amount of funds received from federal, state, public, and/or private agencies, and having been presented with a proposed substitute ordinance by the Office of Budget and Management, 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) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 2013 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 City through its Mayor's Office has been awarded federal grant funds in the amount of $246,000 by the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention which shall be used for the National Forum on Youth Violence Prevention Program; and

WHEREAS, The City through its Department of Public Health ("Health") has been awarded private grant funds in the amount of $700,000 by The Atlantic Philanthropies which shall be used for the School Based Health Centers and Health Insurance Enrollment Program; and

WHEREAS, The City through Health has been awarded private grant funds in the amount of $10,000 by Oral Health America which shall be used for the Smiles Across America Program; and

WHEREAS, The City through its Department of Family and Support Services ("DFSS") has been awarded additional state grant funds in the amount of $853,000 by the Illinois Department on Aging which shall be used for the Elder Abuse and Neglect Program; and

WHEREAS, The City through DFSS has been awarded public grant funds in the amount of $250,000 by the County of Cook which shall be used for the One Summer Plus Program; and

WHEREAS, The City through DFSS has been awarded additional federal grant funds in the amount of $89,000 by the Corporation for National and Community Service which shall be used for the Senior Companion Program; and

WHEREAS, The City through its Department of Housing and Economic Development ("HED") has been awarded federal grant funds in the amount of $391,000 by the Illinois Department of Natural Resources which shall be used for the Calumet Open Space Reserve/Hegewisch Marsh Program; and

WHEREAS, The City through HED has been awarded federal grant funds in the amount of $95,000 by the United States Department of Commerce, Economic Development Administration which shall be used for the Perishing Road Incubator Feasibility Study Program; now, therefore,

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

SECTION 1. The sum of $2,634,000 not previously appropriated, representing increased grant awards is hereby appropriated from Fund 925 -- Grant Funds for the Year 2013. 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 2. 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 3. 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 2013 Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount
	Estimate Of Grant Revenue For 2013		
	Awards from Agencies of the Federal Government	$1,556,419,500	$1,557,240,500
	Awards from Agencies of the State of Illinois	268,235,000	269,088,000
	Awards from Public and Private Agencies	56,635,000	57,595,000

925 -- Grant Funds	Strike Amount 2013 Anticipated Grant	Add Amount 2013 Anticipated Grant	Strike Amount 2013 Carryover	Add Amount 2013 Carryover	Strike Amount 2013 Total	Add Amount 2013 Total
1 Mayor's Office:						
National Forum on Youth Violence Prevention		$ 246,000				$ 246,000
41 Chicago Department Of Public Health:						
School Based Health Centers and Health Insurance Enrollment		700,000				700,000
Smile Across America		10,000				10,000
50 Department Of Family And Support Services:						
Elder Abuse and Neglect	$2,000,000	2,853,000			$2,000,000	2,853,000
One Summer Plus		250,000				250,000
Senior Companion	297,000	386,000			297,000	386,000
54 Department Of Housing And Economic Development:						
Calumet Open Space Reserve/ Hegewisch Marsh		391,000				391,000
Pershing Road Incubator Feasibility Study		95,000				95,000

AMENDMENT OF YEAR XXXIX COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE.

[SO2013-6150]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on the Budget and government Operations, having had under consideration an amendment to the Year XXXIX Community Development Block Grant Ordinance necessary to reflect an increase in the amount of funds to be appropriated, and having been presented with a proposed substitute ordinance by the Office of Budget and Management, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 on November 15, 2012 for the 2013 fiscal year, the City Council authorized the projected use of Community Development Block Grant entitlement funds for Year XXXIX (the "Year XXXIX CDBG Ordinance"); and

WHEREAS, Pursuant to the Year XXXIX CDBG Ordinance, the reprogramming of funds is subject to review and approval by the City Council; and

WHEREAS, The Office of Budget and Management (OBM) seeks to increase the appropriation by $1,675,000 that has become available as a result of increases in both program income and salvage; and

WHEREAS, The increase in program income, in the amount of $520,000, has become available due to the receipt of loan repayments and shall be used by the Department of Housing and Economic Development for their Rehabilitation Loan and Grant Program; and

WHEREAS, The increase in salvage, in the amount of $1,155,000, shall be used for demolitions pursuant to the Department of Buildings' Troubled Buildings Program; and

WHEREAS, The City desires to amend the Year XXXIX CDBG Ordinance to account for the above-described program income and salvage increases; now, therefore,

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

SECTION 1. The Year XXXIX CDBG 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 Community Development Block Grant.

	Strike Amount	Add Amount
Appropriation Ordinance		
Community Development Block Grant	$81,591,000	$83,266,000
Reallocation of Unspent CDBG Funds from Prior Years	4,956,814	6,111,814
Revenue from Loan Repayments	221,000	741,000

	Strike Amount	Add Amount
(54) -- Department Of Housing And Economic Development		
2515. Developer Services	$ 1,926,340	$ 2,446,340
.9103 Rehabilitation Loans and Grants	1,544,169	2,064,169
Budget Level Total		
(54) Department Total	30,347,917	30,867,917
(67) -- Department Of Buildings		
2505. Troubled Buildings Program		
.0140 Professional and Technical Services	200,000	1,355,000
Budget Level Total	3,837,787	4,992,787
(67) Department Total	6,568,360	7,723,360

TRANSFER OF YEAR 2013 FUNDS WITHIN COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

[O2013-8288]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds within the City Council Committee on Pedestrian and Traffic Safety, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) CARRIE M. AUSTIN,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 2013. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 2013 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Personnel Services	300	15/2265	0000	$18,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
Contingencies	300	15/2265	0700	$18,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Pedestrian and Traffic Safety during the year 2013.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

APPOINTMENT OF ADELA M. CEPEDA AS MEMBER OF COMMUNITY DEVELOPMENT COMMISSION.

[A2013-100]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on October 10, 2013, having had under consideration the appointment of Adela M. Cepeda as a member of the Community Development Commission, which was introduced by Mayor Rahm Emanuel on September 11, 2013, begs leave to 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) THOMAS TUNNEY,
Chairman.

On motion of Alderman Tunney, the committee's recommendation was *Concurred In* and the said proposed appointment of Adela M. Cepeda as a member of the Community Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

COMMITTEE ON HEALTH AND ENVIRONMENTAL PROTECTION.

AMENDMENT OF SECTIONS 11-4-120, 11-4-2510, 11-4-2540 AND 17-17-0105-D OF MUNICIPAL CODE REGARDING BIOGAS RECOVERY.

[O2013-6156]

The Committee on Health and Environmental Protection submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Reporting for your Committee on Health and Environmental Protection, for which a meeting

was held on October 15, 2013 and having had under consideration an ordinance regarding the capture of biogas, which was introduced by Mayor Rahm Emanuel on September 11, 2013, 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) GEORGE A. CÁRDENAS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 11-4-120, 11-4-2510 and 11-4-2540 of the Municipal Code of Chicago are hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

11-4-120 Definitions.

Except as otherwise defined for purposes of a specific subsection, section, article or chapter in this Title 11, whenever the following words and phrases are used in this Title 11, they shall have the meanings ascribed to them in this section:

(Omitted text is not affected by this ordinance.)

"Recycle" or "recycling" means any process by which materials that would otherwise become municipal waste are collected, separated or processed and returned to the economic mainstream in the form of raw materials for new, reused or reconstituted products, but does not include the recovery of materials for fuel in combustion or energy production processes. This definition shall not prohibit any recycling facility from recovering and using biogas or other fuel generated as a byproduct of a recycling activity, as approved by the commissioner, while the facility is otherwise primarily engaged in recycling.

(Omitted text is not affected by this ordinance.)

11-4-2510 Definitions.

For the purposes of this article, the following words and phrases shall have the meanings ascribed to them by this section:

(Omitted text is not affected by this ordinance.)

Processing means manual, mechanical or automated separation of recyclable material from other materials; separation of recyclable materials from each other; cleaning, bundling, compacting, cutting, ~~or~~ packing of recyclable material or such other processing of recyclable materials as approved by the commissioner. ~~Processing shall not include melting, rending, smelting, vulcanizing or purification by application of heat or chemical process.~~

(Omitted text is not affected by this ordinance.)

11-4-2540 Permit -- Classification.

(Omitted text is not affected by this ordinance.)

(b) ~~Under no circumstances shall any~~ No recycling facility permitted or required to be permitted under this section shall engage in the recovery of materials for fuel in combustion or energy production processes. However, this subsection shall not prohibit any such recycling facility from recovering and using biogas or other fuel generated as a byproduct of a recycling activity, as approved by the commissioner, while the facility is otherwise primarily engaged in recycling.

SECTION 2. Section 17-17-0105-D of Title 17 of the Municipal Code, the Chicago Zoning Ordinance, is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

17-17-0105-D Recycling Facilities.

Any building, portion of building or area in which Type A, Type B, Type C or Type D recyclable material is collected, stored, or processed for the purpose of marketing the material for use as raw material in the manufacturing process of new, reused or reconstituted products. ~~Under no circumstances shall any~~ No recycling facility shall engage in the recovery of materials for fuel in combustion or energy production processes. However, this section shall not prohibit any such recycling facility from recovering and using biogas or other fuel generated as a byproduct of a recycling activity, as approved by the commissioner of health, while the facility is otherwise primarily engaged in recycling.

(Omitted text is not affected by this ordinance.)

SECTION 3. This ordinance shall take effect upon passage and approval.

COMMITTEE ON HOUSING AND REAL ESTATE.

REAPPOINTMENT OF BRIDGET M. REIDY AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

[A2013-102]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication from the Honorable Rahm Emanuel, Mayor, reappointing Bridget M. Reidy as a commissioner of the Chicago Housing Authority Board for a term effective immediately and expiring July 7, 2018, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Bridget M. Reidy as a commissioner of the Chicago Housing Authority Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

ACCEPTANCE OF BID OF HUDSON FUNERAL HOME LTD. FOR PURCHASE OF CITY-OWNED PROPERTY AT 8754 S. HOUSTON AVE.

[O2013-6332]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 16, 2013.

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 and Economic Development authorizing the sale of City-owned property at 8754 South Houston Avenue (10th Ward), 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 unanimous 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City"), acting through its Department of Housing and Economic Development ("DHED"), is the owner of the vacant parcel of property located at 8754 South Houston Avenue, and which is legally described on Exhibit "A" attached hereto ("Property").

WHEREAS, Pursuant to Resolution Number 13-045-21 adopted on July 18, 2013, by the Plan Commission of the City of Chicago (the "Commission"), the Commission approved the sale of the Property through a sealed bid auction; and

WHEREAS, Pursuant to the provisions of Article 11, Section 76 of the Illinois Municipal Code, the Commissioner of DHED caused to be published notice advertising the City's intent to sell the Property through a sealed bid auction and such advertisements appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on May 10, 2013, on May 17, 2013 and on May 24, 2013; and

WHEREAS, DHED opened the sealed bid received in response to aforesaid public notice at a public meeting before a certified court reporter and has recommended that the sealed bid of Hudson Funeral Home Ltd., the sole and 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 Hudson Funeral Home Ltd., with a principal place of business located at 8745 -- 8747 South Commercial Avenue, Chicago, Illinois 60617 ("Grantee"), and approves the sale of the Property to the Grantee in the amount of Two Thousand Six Hundred Fifty-Seven and 53/100 Dollars ($2,657.53).

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, or to a land trust of which the Grantee is the sole beneficiary, or to a business entity of which the Grantee is the sole controlling party.

SECTION 3. DHED is authorized to deliver the deed to the Grantee upon receipt of the balance of the purchase price in accordance with its standard procedures. DHED is further authorized to refund the deposit checks to the unsuccessful bidders, if any. In the event that the closing has not occurred within three months from the passage of this ordinance through no fault of the City, DHED may cancel the sale upon written notice to the Grantee, retain the Grantee's deposit check as liquidated damages, and offer the Property to the next highest bidder.

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

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

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

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

Exhibit "A".

Bidder:

Hudson Funeral Home Ltd.

Bidder Address:

8745 -- 8747 South Commercial Avenue.

Appraised Value:

$2,500.00.

Minimum Acceptable Sealed Bid Price:

$2,000.00.

Bid Amount:

$2,657.53.

Legal Description (subject to title commitment and survey):

Lot 22 in Block 9 in Calumet and Chicago Canal and Dock Company's Subdivision of Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

8754 South Houston Avenue
Chicago, Illinois 60617.

Property Index Number:

26-06-203-044-0000.

NEGOTIATED SALE OF CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 16, 2013.

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 and Economic Development authorizing the sale of City-owned properties at various locations (8th, 23rd and 34th Wards) 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 unanimous 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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):

7801 S. Cottage Grove Ave.

[O2013-6293]

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 vacant parcel of property located at 7801 South Cottage Grove Avenue, Chicago, Illinois, which is legally described on Exhibit A attached hereto ("Property"), which Property is located in the 87th/Cottage Grove Tax Increment Financing Area ("Area") established pursuant to ordinances adopted by the City Council of the City on November 13, 2002, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 97440 through 97516; and

WHEREAS, 7838 Cottage Grove Building Corp. ("Grantee"), with a principal place of business at 7838 South Cottage Grove Avenue, Chicago, Illinois, 60619, has offered to purchase the Property from the City for the sum of One Hundred Forty-eight Thousand and no/100 Dollars ($148,000.00), such amount being the appraised fair market of the Property

with a parking lot in perpetuity deed restriction, for the purpose of constructing a parking lot thereon; and

WHEREAS, Pursuant to Resolution Number 13-044-21 adopted on July 18, 2013, the Plan Commission of the City of Chicago (the "Commission") has approved the negotiated sale of the Property to the Grantee; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with the Grantee and requesting alternative proposals appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on July 19, 2013, and July 26, 2013; 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 above findings and recitals are incorporated by herein by reference and made a part thereof.

SECTION 2. The City Council hereby approves the sale of the Property to the Grantee in the amount of One Hundred Forty-eight Thousand and no/100 Dollars ($148,000.00).

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 Grantee. Such deed shall include a covenant obligating the Grantee to use the Property only for a 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 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 12 months of the date of this deed; and 2) the Property is thereafter maintained and used as a parking lot in perpetuity. In the event that the conditions are not met, the City of Chicago of may re-enter the Property and revest title in the City of Chicago. Grantee, at the request of the City of Chicago, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title.

This right of reverter and re-entry in favor of the City shall terminate 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 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

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

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

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

Exhibit "A".

Purchaser:

7838 Cottage Grove Building Corp.

Address:

7838 South Cottage Grove Avenue.

Purchased Price:

$148,000.00.

Appraised Value:

$148,000.00 ("parking in perpetuity").

Legal Description (subject to final commitment and survey):

Parcel 1.

Lots 40 and 41 in Block 87 in Cornell, a subdivision of the west half of Section 26 and the southeast quarter of Section 26 (with the exception of the east half of the northeast quarter of said southeast quarter), the north half of the northwest quarter, the south half of the northwest quarter lying west of railroad and the northwest quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

Lots 42 to 46, inclusive, in Block 87 in Cornell, a subdivision of the west half of Section 26 and the southeast quarter of Section 26 (except for the east half of the northeast quarter of said southeast quarter), the north half of the northwest quarter of the south half of the northwest quarter lying west of railroad and the northwest quarter of the northeast quarter of Section 35, Township 38 North 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3.

Lots 38 and 39 in Block 87 in Cornell, a subdivision of the west half of Section 26 and the southeast quarter of Section 26 (with the exception of the east half of the northeast quarter of said southeast quarter), the north half of the northwest quarter of the south half of the northwest quarter lying west of railroad and the northwest quarter of the northeast quarter of Section 35, Township 38 North 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7801 South Cottage Grove Avenue
Chicago, Illinois 60619.

Property Index Number:

20-26-317-036-0000.

3500 W. 60th St.

[O2013-6280]

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 approximately 6,673 square foot parcel of real property improved with a vacant fire house located at 3500 West 60th Street, Chicago, Illinois, and which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Public notice advertising the City's intent to sell the Property appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on June 5, 12 and 19, 2012 at a listing price of $180,000, being the market value as determined by appraisal; and

WHEREAS, No bids were received; and

WHEREAS, Public notice advertising the City's intent to sell the Property again appeared in the *Chicago Sun-Times*, on April 25, 2013, and May 2 and 9, 2013; and

WHEREAS, Two bids were received for the Property; and

WHEREAS, The higher of the two bids was submitted by Jean Paul and Laura Burgos (collectively, the "Grantee"), 3449 West 59th Street, Chicago, Illinois 60629, in the amount of Eighty-one Thousand Five Hundred and no/100 Dollars ($81,500.00); and

WHEREAS, The Grantee intends to convert the vacant fire house to a single-family residence for the Grantee's personal use; and

WHEREAS, The Property was marketed by the City's real estate broker, Jones Lang LaSalle, pursuant to the terms of their master consulting agreement, with the transaction subject to a five percent brokerage commission credited against an Eight Thousand Three Hundred Fifty and no/100 Dollars ($8,350.00) upfront brokerage fee; and

WHEREAS, Jones Lang LaSalle's upfront brokerage fee exceeds the five percent brokerage commission with respect to the Property and no further amount is owed; and

WHEREAS, By Resolution Number 13-052-21 adopted on August 15, 2013, the Chicago Plan Commission recommended that the City through its Department of Housing and Economic Development ("DHED") enter into a negotiated sale with the Grantee for the purchase of the Property; now, therefore,

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

SECTION 1. The City Council of the City hereby approves the sale of the Property to the Grantee for the amount of Eighty-one Thousand Five Hundred and no/100 Dollars ($81,500.00).

SECTION 2. The Commissioner or the Deputy Commissioner of DHED are each authorized to execute any ancillary closing documents on behalf of the City.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or the 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:

(1) The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the

suitability of the Property for any purpose whatsoever, and the Grantee agrees to accept the Property in its "as is", "where is" and "with all faults" condition.

(2) The Grantee 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 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 structural, physical or environmental condition that existed on the Property prior to the Closing, including, without limitation, liabilities arising under CERCLA. The Grantee hereby acknowledges that, in purchasing the Property, the Grantee 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. If, after the Closing, the structural, physical and environmental condition of the Property is not in all respects entirely suitable for its intended use, it shall be the Grantee'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.

SECTION 4. The transfer of title of the Property to the Grantee must close on or before 90 days from the publication of this ordinance (the "Outside Closing Date"). If the closing does not occur by the Outside Closing Date, this ordinance shall be null and void and the Grantee shall forfeit the Six Thousand and no/100 Dollars ($6,000.00) good faith purchase deposit tendered concurrently with Grantee's bid.

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 take effect upon its passage and approval.

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

Exhibit "A".

Purchaser:

Jean Paul and Laura Burgos.

Purchasers' Address:

3449 West 59th Street
Chicago, Illinois 60629.

Purchase Amount:

$81,500.00.

Appraised Value:

$180,000.00.

Legal Description (subject to title commitment and survey):

Lots 91 and 92 in Block 2 of Miller, Phillips & Kehr's Subdivision of the northwest quarter of the northwest quarter of the southeast quarter lying west of Eberhart Avenue in James Webb's Subdivision of the southeast quarter in Section 14, Township 38, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3500 West 60th Street
Chicago, Illinois.

Property Index Number:

19-14-405-042-0000.

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621 W. 119th St.

[O2013-6271]

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

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago ("City Council") on February 6, 2002 and published at pages 78512 -- 78637 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") of such date, a certain redevelopment plan and project (the "Plan") for the 119th and Halsted Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq. (the "Act")); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 6, 2002 and published at pages 78638 -- 78648 of the *Journal* of such date, the Area was designated as a "redevelopment project area" pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 6, 2002 and published at pages 78649 -- 78658 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The City is the owner of the real property located at 621 West 119th Street, Chicago, Illinois, which is legally described on Exhibit A attached hereto (together with the improvements thereon, the "Property"), which Property is located in the Area; and

WHEREAS, The Property is currently improved with a 3,600 square feet portion of a 7,825 square feet building (such entire building, the "Building"); and

WHEREAS, The City owns such portion of the Building that is located on the Property; and

WHEREAS, The other portion of the Building is located on an adjacent lot and is owned by Bruce Hardy, 513 Marshall Avenue, Bellwood, Illinois 60104 (the "Purchaser"); and

WHEREAS, The Building is essentially indivisible, with a single front stairway serving second floor apartments on both the City and the Purchaser's portions of the Building; and

WHEREAS, The Building is vacant; and

WHEREAS, Pursuant to an ordinance adopted by City Council, on May 12, 2010 and published at pages 91151 -- 91154 of the *Journal* of such date (the "May Ordinance"), the City authorized the sale of the Property and other adjacent City-owned real property to the Purchaser; and

WHEREAS, The sale of the Property and other adjacent City-owned property to the Purchaser did not close within the time frame set out in the May Ordinance due to the Purchaser's financial constraints; and

WHEREAS, The Purchaser has offered to purchase the Property from the City for the purpose of unifying ownership of the Building, which the Purchaser shall rehabilitate into commercial space; and

WHEREAS, The Purchaser has agreed to pay the City One and no/100 Dollars ($1.00) as consideration for the transfer of the Property, which is approximately $14,999 less than its appraised fair market value of $15,000; and

WHEREAS, By Resolution Number 13-CDC-10, adopted on April 9, 2013, the Community Development Commission authorized the Department of Housing and Economic Development ("DHED") to advertise its intention to enter into a negotiated sale with the Purchaser for the redevelopment of the Property, approved DHED's request to advertise for alternative proposals, and approved the sale of the Property to the Purchaser if no alternative proposals were received; and

WHEREAS, Public notices advertising DHED's intent to enter into a negotiated sale of the Property with the Purchaser and requesting alternative proposals appeared in the *Chicago Sun-Times*, a newspaper of general circulation, on April 15, 22, and 29, 2013; and

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

WHEREAS, By Resolution Number 13-043-21, adopted on June 20, 2013, the Chicago Plan Commission recommended that DHED enter into a negotiated sale of the Property with the Purchaser; 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 Purchaser in the amount of One and no/100 Dollars ($1.00).

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 an entity of which the Purchaser is the owner and controlling party. Such deed shall include a covenant obligating the Purchaser to use the Property only for use consistent with the land uses permitted under the Plan. The Purchaser's acceptance of the City's deed shall constitute the Purchaser's agreement to such covenant. Such deed shall further require the Purchaser to comply Section 2-45-110 of the Municipal Code of the City (the "Affordable Requirements Ordinance") if the Purchaser develops the Property, or any portion thereof, with a residential housing project.

SECTION 3. If the Purchaser has not closed on the purchase of the Property by December 31, 2013, this ordinance shall be null and void, and the City shall have no authority to thereafter convey the Property to the Purchaser. Notwithstanding the foregoing, such December 31, 2013 date may be extended by the Commissioner of DHED, in the Commissioner's sole discretion, by one extension period up to six (6) months in length.

SECTION 4. This ordinance shall take effect immediately upon its passage and approval.

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.

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

Exhibit "A".

Legal Description (subject to title commitment and survey):

Lot 9 in Block 9 in the resubdivision of that part of West Pullman lying in the northwest quarter and the west half of the northeast quarter of Section 28, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

621 West 119th Street
Chicago, Illinois 60628.

Property Index Number:

25-28-103-002.

SALE OF CITY-OWNED PROPERTY AT 6858 S. INDIANA AVE. TO AND EXECUTION OF REDEVELOPMENT AGREEMENT WITH EMMANUEL COMMUNITY DEVELOPMENT CORPORATION.

[O2013-6290]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance from the Department of Housing and Economic Development authorizing the sale of City-owned property at 6858 South Indiana Avenue (6th Ward) 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 unanimous 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 and improvements located at 6858 South Indiana Avenue, Chicago, Illinois 60637, as legally described on Exhibit A attached hereto (the "City Property"); and

WHEREAS, The City Property is comprised of approximately 7,979 square feet (0.18 acres), and is improved with a 4,500 square foot brick building that was once a fire station (the "Building"); and

WHEREAS, The City Property has an appraised fair market value of $36,000; and

WHEREAS, Emmanuel Community Development Corporation, an Illinois not-for-profit corporation (the "Developer"), has submitted a proposal to the Department of Housing and Economic Development (the "Department") to purchase the City Property for $1.00; and

WHEREAS, The Developer currently participates in the Chicago Public Schools ("CPS") safe haven program and the Illinois Action for Children program, and through these programs provides tutoring, mentoring, conflict resolution and other after school services to approximately sixty (60) CPS elementary students in an adjacent church building; and

WHEREAS, The Developer has outgrown its current space and has proposed to redevelop the Building into a community and daycare center to provide additional youth services (the "Project"); and

WHEREAS, The Developer has agreed to undertake the Project in accordance with the terms and conditions of a redevelopment agreement in substantially the form attached hereto as Exhibit B (the "Redevelopment Agreement"); and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the City Property with the Developer and requesting alternative proposals appeared in the *Chicago Sun-Times* on February 5, 10 and 17, 2013; and

WHEREAS, No other responsive proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, By Resolution Number 13-006-21, adopted on January 24, 2013, the Chicago Plan Commission approved the negotiated sale with the Developer for the redevelopment of the City Property; now, therefore,

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

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

SECTION 2. The sale of the City Property to the Developer in the amount of One and no/100 Dollars ($1.00) is hereby approved. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer. 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, 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 or the Deputy City Clerk is authorized to attest, a quitclaim deed conveying the City 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 to an entity which is comprised of the same principal parties as the Developer, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

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

SECTION 5. All ordinances, resolutions, motions or orders 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 Property (subject to final survey and title commitment):

Lot 12 in Block 6 in N. Lancaster's Subdivision, recorded January 20, 1872 as Document Number 9892, of the west half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

6858 South Indiana Avenue
Chicago, Illinois 60637.

Permanent Index Number:

20-22-308-032-0000.

Exhibit "B".
(To Ordinance)

Agreement With Emmanuel Community Development Corporation For Sale And Redevelopment Of Land.

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of the ___ day of _____, 2013, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Housing and Economic Development ("DHED"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **EMMANUEL COMMUNITY DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation ("Developer"), whose offices are located at 6844 South Indiana Avenue, Chicago, Illinois 60619.

RECITALS

WHEREAS, the Developer desires to purchase from the City the real property and improvements located at 6858 South Indiana Avenue, Chicago, Illinois 60637, as legally described on Exhibit A attached hereto (the "City Property"); and

WHEREAS, the City Property is comprised of approximately 7,979 square feet (0.18 acres), and is improved with a 4,500 square foot brick building that was once a fire station (the "Building"); and

WHEREAS, the Developer provides tutoring, mentoring, conflict resolution and other after school services to approximately sixty (60) CPS elementary students in an adjacent church building; and

WHEREAS, the Developer has outgrown its current space, and has proposed to redevelop the Building into a community and daycare center to provide additional youth services (as more fully described in Section 2 below, the "Project"); and

WHEREAS, the appraised value of the City Property is approximately $36,000; and

WHEREAS, the City has agreed to sell the City Property to the Developer for $1.00 in consideration of the Developer's obligation to construct the Project in accordance with the terms and conditions of this Agreement; and

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

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

SECTION 1. INCORPORATION OF RECITALS.

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

SECTION 2. DEFINITIONS.

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:

"Agent" means any contractor, subcontractor or other agent, entity or individual acting under the control or at the request of the Developer or the Developer's contractors.

"Architect" means Mayer Jeffers Gillespie, Architects.

"Corporation Counsel" means the City's Office of Corporation Counsel.

"Developer Parties" means the Developer, any party affiliated with the Developer, and the respective officers, directors, employees, agents, successors and assigns of the Developer.

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

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

"Equity" means funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project.

"Hazardous Substances" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

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

"Lender Financing" means any funds borrowed by the Developer from lenders and irrevocably available to pay for costs of the Project.

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

"Municipal Code" means the Municipal Code of Chicago.

"Project" means [describe renovation].

"Title Company" means Greater Illinois Title Company.

"Title Commitment" means a commitment for an owner's policy of title insurance for the City Property, Order No. 1301 004396145 GITL, with an effective date of July 10, 2009, issued by the Title Company.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Developer as the named insured with respect to the City Property, noting the recording of this Agreement and a subordination agreement with respect to any Lender Financing for the Project (as described in Section 10.10 below) as encumbrances against the City Property.

SECTION 3. 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 Property, for the sum of One and 00/100 Dollar ($1.00) ("Purchase Price"), to be paid to the City at the Closing in cash or by certified or cashier's check or wire transfer of immediately available funds, less the Earnest Money (as defined in Section 4.1). 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 $35,999 less than the fair market value of the City Property and that the City has only agreed to sell the City 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, Sections 15 and 25.

SECTION 4. EARNEST MONEY AND PERFORMANCE DEPOSIT. Intentionally Deleted.

SECTION 5. CLOSING.

The Closing shall take place at the downtown offices of the Title Company within thirty (30) days after the Developer has satisfied all conditions precedent set forth in Section 10 hereof, unless DHED, in its sole discretion, waives such conditions (the "Closing Date"); provided, however, in no event shall the Closing occur any later than _____ (the "Outside Closing Date"), unless the Commissioner of DHED, in his sole discretion, extends such Outside Closing Date by not more than nine (9) months. 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.

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

(a) the standard exceptions in an ALTA title insurance policy;

(b) general real estate taxes and any special assessments or other taxes;

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

(d) such other title defects as may exist; and

(e) any and all exceptions caused by the acts of the Developer or its agents.

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

SECTION 6. TITLE AND SURVEY.

7.1 Title Evidence. The Developer acknowledges that it has received a Title Commitment for the City Property from the City. The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment or obtaining a new title commitment (including all search, continuation and later-date fees), and obtaining the Title Policy and any endorsements it deems necessary.

7.2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement in accordance with Section 9 below. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to all exceptions.

7.3 Survey. The Developer shall obtain a survey of the Property at the Developer's sole cost and expense.

SECTION 7. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

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

SECTION 8. PROJECT BUDGET AND PROOF OF FINANCING.

The Developer has furnished to DHED, and DHED has approved, a preliminary project budget showing total costs for the construction of the Project in the amount of approximately $763,782 (the "Preliminary Project Budget"). The Developer hereby certifies to the City that the Preliminary Project Budget is true, correct and complete in all material respects. Not less than fourteen (14) days prior to the Closing Date, the Developer shall submit to DHED for approval a final project budget materially consistent with the Preliminary Project Budget ("Budget") and proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in amounts adequate to complete the Project and satisfy its obligations under this Agreement ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the 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 OBLIGATIONS.

The obligations of the City under this Agreement are contingent upon the delivery or satisfaction of each of the following items (unless waived by DHED in its sole discretion) at least fourteen (14) days prior to the Closing Date, unless another time period is specified below:

10.1 Final Governmental Approvals. The Developer has submitted to DHED, and DHED has approved, evidence that it has applied for all necessary Governmental Approvals to complete the Project.

10.2 Budget and Proof of Financing. The Developer has submitted to DHED, and DHED has approved, the Budget and Proof of Financing for the Project in accordance with the provisions of Section 9 hereof. The Developer has furnished proof that the proceeds of the Lender Financing, if any, are available to be drawn upon by the Developer as needed and are sufficient (along with any Equity) to complete the Project. The Developer has delivered to DHED a copy of the construction escrow agreement, if any, entered into by the Developer regarding the Lender Financing. On or prior to the Closing Date, the Developer shall close all Lender Financing, and be in a position to immediately commence construction of the Project.

10.3 Plans. The Developer has submitted to DHED, and DHED has approved, the Plans in accordance with the provisions of Section 11.1 hereof.

10.4 Insurance. The Developer has submitted to the City, and the City has approved, 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 a Certificate of Completion (as defined in Section 14 below) for the Project. With respect to property insurance, the City will accept either a 2003 ACORD 28 form, or a 2006 ACORD 28 form with a policy endorsement showing the City as a loss payee. 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.

10.5 Legal Opinion. The Developer has submitted to the Corporation Counsel, and the Corporation Counsel has approved, a legal opinion in a form reasonably acceptable to the City.

10.6 Due Diligence. The Developer has submitted to the Corporation Counsel the following due diligence searches in its name, showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel:

(a) Bankruptcy Search, U. S. Bankruptcy Court for the N.D. Illinois;
(b) Pending Suits and Judgments, U. S. District Court for the N.D. Illinois;
(c) Federal Tax Lien Search, Illinois Secretary of State;
(d) UCC Search, Illinois Secretary of State;
(e) UCC Search, Cook County Recorder;
(f) Federal Tax Lien Search, Cook County Recorder;
(g) State Tax Lien Search, Cook County Recorder;
(h) Memoranda of Judgments Search, Cook County; and
(i) Pending Suits and Judgments, Circuit Court of Cook County.

In addition, the Developer has provided to the Corporation Counsel a written description of all pending or threatened litigation or administrative proceedings involving such corporation, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

10.7 Organization and Authority Documents. The Developer has submitted to the Corporation Counsel its articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State, and copies of its by-laws, as certified by the secretary of the corporation. The Developer has submitted to the Corporation Counsel resolutions authorizing it to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing; and such other corporate authority and organizational documents as the City may reasonably request.

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

10.9 Subordination Agreement. The Developer has provided to the Corporation Counsel a subordination agreement in a form reasonably acceptable to the City, to be executed and recorded on or prior to the Closing Date, subordinating any liens against the City Property related to the Lender Financing, if any, to certain encumbrances of the City set forth herein.

10.10 MBE/WBE and City Residency Hiring Compliance Plan. The Developer and the Developer's general contractor and all major subcontractors have met with staff from DHED regarding compliance with the MBE/WBE, city residency hiring and other requirements set forth in Section 24, and DHED has approved the Developer's compliance plan in accordance with Section 24.4.

10.11 Title and Survey. The Developer has furnished the City with a pro forma Title Policy for the City Property and a copy of any survey prepared for the City Property.

10.12 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 25 and elsewhere in this Agreement shall be true and correct.

10.13 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 10 have not been satisfied to DHED's reasonable satisfaction within the time periods provided for herein, DHED may, at its option, upon thirty (30) days' prior written notice to Developer, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice period Developer satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DHED 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.

11.1 Plans and Permits. The Developer shall construct the Project on the City Property materially in accordance with the site plan, building elevations and floor plans prepared by the Architect and attached hereto as Exhibit B, and the final plans and specifications prepared by the Architect dated _____, which have been approved by DHED and which are incorporated herein by this reference ("Plans"). If the Developer submits and DHED approves revised plans and specifications after the Effective Date, the term "Plans" as used herein shall refer to the revised plans and specifications upon DHED's written approval of the same. No material deviation from the Plans may be made without the prior written approval of DHED. The Plans shall at all times conform to all applicable Laws.

11.2 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 utility 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.

11.3 City's Right to Inspect City Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion, any duly authorized representative of the City shall have access to the City 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 Laws.

11.4 Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the City Property and the Project in the City's promotional literature and communications. 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. DHED shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades. 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 Property.

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

SECTION 11. LIMITED APPLICABILITY.

Any approval given by DHED pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the City Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the City Property or any part thereof.

SECTION 12. COMMENCEMENT AND COMPLETION OF PROJECT.

The Developer shall commence construction of the Project no later than _____, and shall complete the Project (as evidenced by the issuance of the Certificate of Completion) no later than _____; provided, however, DHED, in its sole discretion, may extend the construction commencement and completion dates by up to six (6) months each (or twelve (12) months in the aggregate). 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. CERTIFICATE OF COMPLETION.

The Developer shall request from the City a certificate of completion ("Certificate of Completion") upon the completion of the Project in accordance with this Agreement. Within forty-five (45) days after receipt of a written request by 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 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 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, 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 the Project. The 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. Nor shall the Certificate of Completion release the Developer from its obligation to comply with the other terms, covenants and conditions of this Agreement.

SECTION 14. RESTRICTIONS ON USE.

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

15.1 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 City Property or the Project or any part thereof.

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

15.3 The Developer must maintain the City Property as a community center for a minimum of _____ (___) years after the completion of the Project (the "**Compliance Period**").

The Developer, for itself and its successors and assigns, acknowledges and agrees that the development and use restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the City's public policies.

SECTION 15. PROHIBITION AGAINST SALE OR TRANSFER OF CITY PROPERTY.

Prior to the expiration of the Compliance Period (as defined in Section 15.3 above), the Developer may not, without the prior written consent of DHED, which consent shall be in DHED's sole discretion: (a) directly or indirectly sell, transfer or otherwise dispose of the City Property 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 DHED 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 expiration of the Compliance Period to anyone other than another principal party, without the prior written consent of DHED, which consent shall be in DHED'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 PROPERTY.

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

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 19 and, at Closing, shall execute a subordination agreement in accordance with Section 10.10. If any such mortgagee or its affiliate succeeds to the Developer's interest in the City Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the City Property to another party, such

transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 19.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of City Property), Section 17 (Limitation Upon Encumbrance of City Property), and Section 23.4 (Release for Environmental Conditions), touch and concern and shall be appurtenant to and shall run with the City Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 18 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows: Sections 13, 15.2 and 17 upon the issuance of the Certificate of Completion; Section 15.3 and 16 upon the expiration of the Compliance Period; and Sections 15.1 and 23.4 with no limitation as to time.

SECTION 19. PERFORMANCE AND BREACH.

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

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

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer 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 of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

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

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings

involving the 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 which is related to the City Property and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

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

(i) the dissolution of the Developer; and

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

20.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided 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 or any other provision of this Agreement to the contrary:

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

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

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

20.5 After Closing. If an Event of Default occurs after the Closing but prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 20.3 above, the City may terminate this Agreement and exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the City Property, terminate the estate conveyed to the Developer, and revest title to the City Property in the City; provided, however, the City's foregoing 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.

20.6 Resale of the City Property. Upon the revesting in the City of title to the City Property as provided in Section 20.5, the City may complete the Project or convey the City Property, 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 19.

20.7 Disposition of Resale Proceeds. If the City sells the City Property as provided for in Section 20.6, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the City Property (less any income derived by the City from the City Property in connection with such management); and

(b) all unpaid taxes, assessments, and water and sewer charges assessed against the City Property; 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 Property.

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 Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official or employee of the City shall be personally liable to the 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 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 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 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 22. ENVIRONMENTAL MATTERS.

23.1 "AS IS" SALE. THE DEVELOPER ACKNOWLEDGES THAT IT HAS HAD ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE CITY PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE LAND AND BUILDING COMPRISING THE CITY PROPERTY. THE DEVELOPER AGREES TO ACCEPT THE CITY PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE CITY PROPERTY OR THE SUITABILITY OF THE CITY PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER AGREES THAT IT IS THE DEVELOPER'S SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM ANY ENVIRONMENTAL REMEDIATION WORK AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE CITY PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

23.2 Right of Entry. The Developer's obligation to purchase the City Property is conditioned upon the Developer being satisfied with the condition of the City Property 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 Property to inspect the same, perform surveys, environmental assessments, soil tests and any other due diligence it deems necessary or desirable to satisfy itself as to the condition of the City Property. If the Developer determines that it is not satisfied, in its sole discretion, with the condition of the City Property, the Developer may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon the City shall return the 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 23.2, the Developer shall be deemed satisfied with the condition of the City Property.

23.3 Release and Indemnification. The Developer, on behalf of itself and the other Developer Parties, or anyone claiming by, through, or under the Developer Parties, hereby releases, relinquishes and forever discharges the City Parties from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the City Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or

threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the City Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the City Property or the migration of Hazardous Substances from or to other property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the City Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend, indemnify, and hold the City Parties harmless from and against any and all Losses which may be made or asserted by any third parties arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

23.4 Release Runs with the Land. The covenant of release in Section 23.3 shall run with the City Property, and shall be binding upon all successors and assigns of the Developer with respect to the City Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the City Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the City Property to the Developer. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the City Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 23.5 contains a full, complete and final release of all such claims.

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

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

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

(a) Neither 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, 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 (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) 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 24.1, 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 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 24.1 shall be a basis for the City to pursue remedies under the provisions of Section 20.

24.2 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 (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 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 DHED in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the 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, DHED, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

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

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 24.2 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 24.2 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 24.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 20.3, 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 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 24.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

24.3 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 (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 24.3, during the course of construction of the Project, at least 24% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least 4% of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 24.3 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, 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, 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 24.3. In accordance with Section 2-92-730, Municipal Code, the Developer shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of DHED.

(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, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 24.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable.

24.4 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 DHED monitoring staff regarding compliance with all Section 24 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 24, 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 24 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 24, 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 25. REPRESENTATIONS AND WARRANTIES.

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

(a) The Developer is a not-for-profit 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 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 Statements 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 Property is bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer, or any party affiliated with the Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, 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) The Developer is now and for the term of the Agreement shall remain solvent and able to pay its debts as they mature.

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

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

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

25.2 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.

25.3 Survival of Representations and Warranties. Each of the parties agrees that all warranties, representations, covenants and agreements contained in this Section 25 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and be in effect throughout the term of the Agreement.

SECTION 26. 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 Housing & Economic Development
121 North LaSalle Street, Room 1003
Chicago, Illinois 60602

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

If to the Developer: _____

With a copy to: _____

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 26 shall constitute delivery.

SECTION 27. BUSINESS RELATIONSHIPS.

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the

direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The 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 28. 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. For purposes of this Section 28 only, an "Affiliate" shall be deemed to be a person or entity 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 29. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

29.1 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 May 16, 2011, the effective date of Executive Order 2011-4.

29.2 The Developer represents and warrants that from the later of (a) May 16, 2011, 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.

29.3 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.

29.4 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. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

29.5 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 29 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

29.7 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; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

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

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

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

(ii) neither party is married; and

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

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

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

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

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

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

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

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

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

SECTION 30. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.

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

SECTION 31. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner of DHED. 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 Laws, 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 32. SHAKMAN.

32.1 The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69

C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

32.4 In the event of any communication to Developer by a City employee or City official in violation of Section 32.2 above, or advocating a violation of Section 32.3 above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the contract.

SECTION 33. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

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

SECTION 34. MISCELLANEOUS.

The following general provisions govern this Agreement:

34.1 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.

34.2 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.

34.3 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.

34.4 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.

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

34.6 Force Majeure. Neither the City nor the Developer shall be considered in breach of its obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

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

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

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

34.10 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.

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

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

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:_____
Andrew J. Mooney
Commissioner of Housing & Economic Development

EMMANUEL COMMUNITY DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation

By:_____
[Name]
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 Andrew J. Mooney, the Commissioner of Housing and Economic 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, he signed and delivered the foregoing 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 municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2013.

_____
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 _____, the President of Emmanuel Community Development Corporation, an Illinois not-for-profit 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 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 _____, 2013.

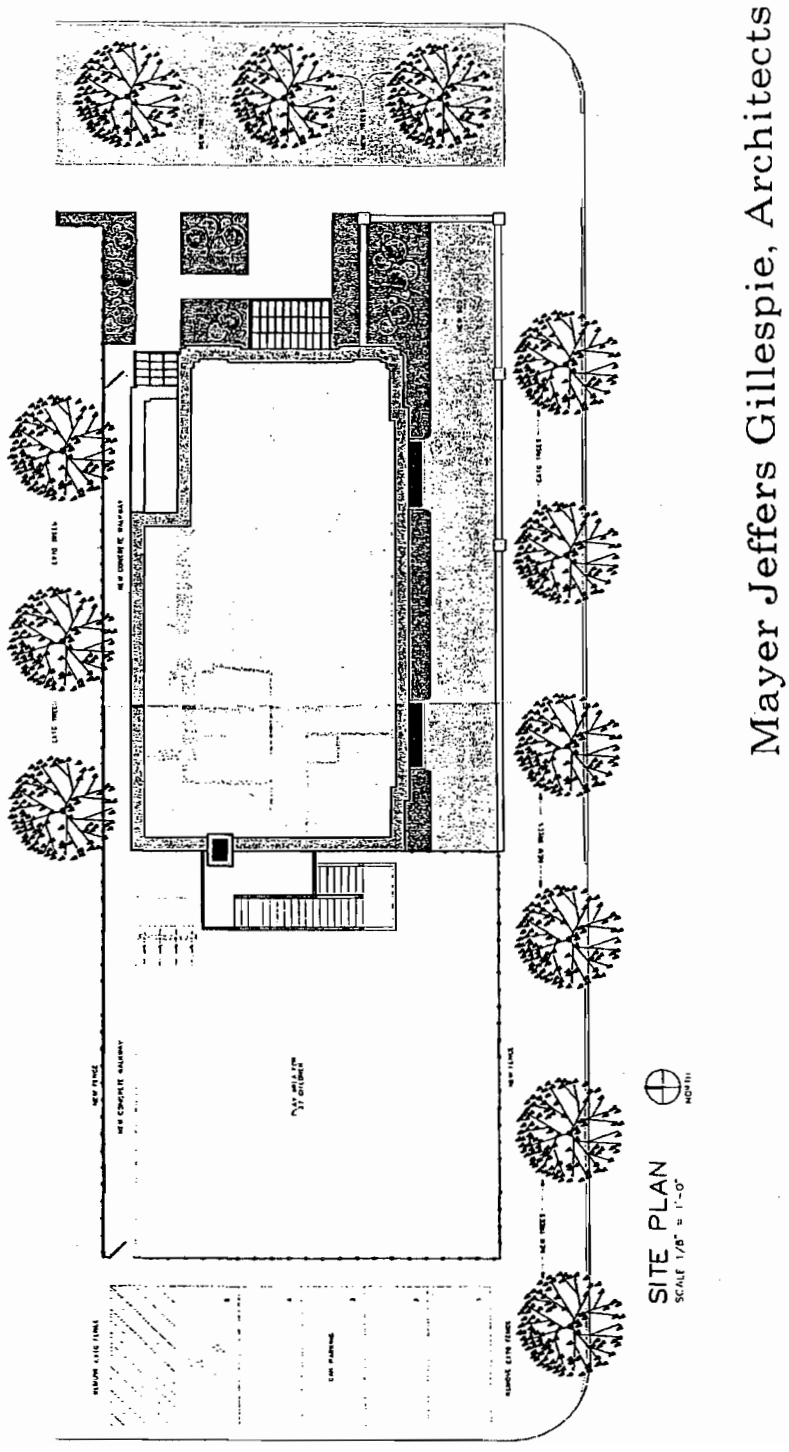
_____
NOTARY PUBLIC

[(Sub)Exhibit "A" referred to in this Agreement with Emmanuel Community Development Corporation for Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance and printed on page 61684 of this *Journal*.]

[(Sub)Exhibit "B" referred to in this Agreement with Emmanuel Community Development Corporation for Sale and Redevelopment of Land printed on pages 61712 through 61716 of this *Journal*.]

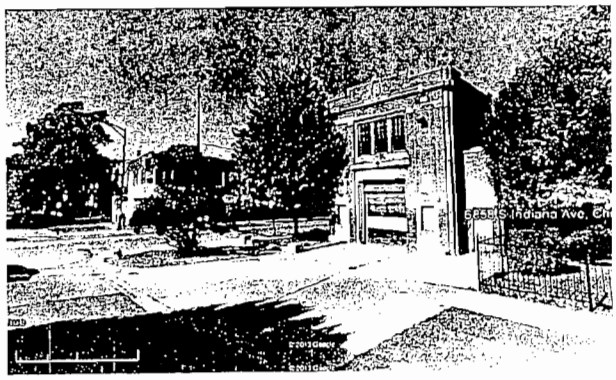
(Sub)Exhibit "B".
(To Agreement With Emmanuel Community Development Corporation For Sale And Redevelopment Of Land)

Site Plan, Building Elevations And Floor Plans.
(Page 1 of 5)



(Sub)Exhibit "B".
(To Agreement With Emmanuel Community Development Corporation For Sale And Redevelopment Of Land)

Site Plan, Building Elevations And Floor Plans.
(Page 2 of 5)



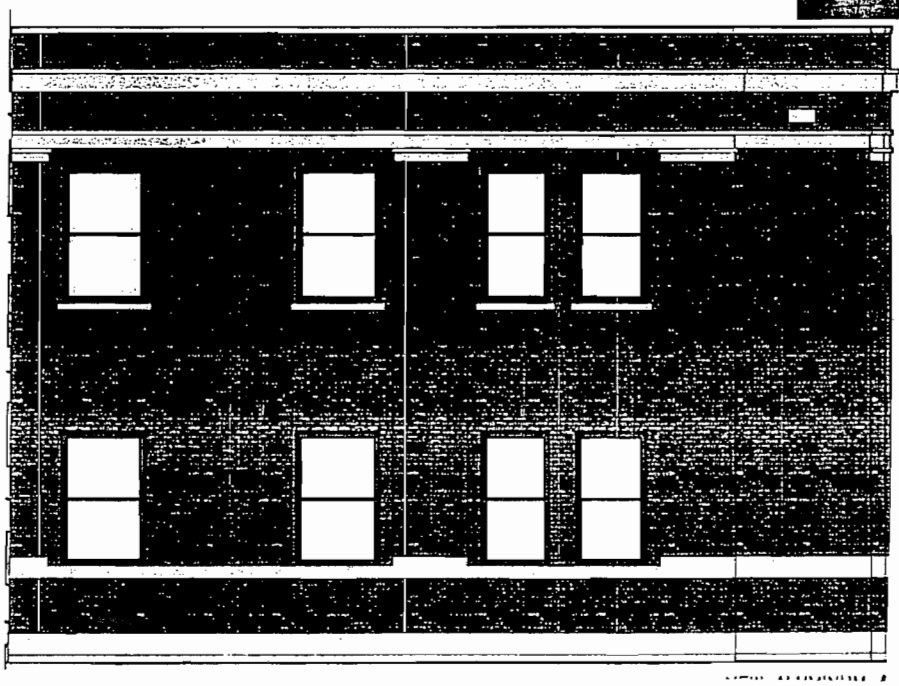
EAST ELEVATION

Mayer Jeffers Gillespie, Architects

(Sub)Exhibit "B".
(To Agreement With Emmanuel Community Development Corporation For Sale And Redevelopment Of Land)

Site Plan, Building Elevations And Floor Plans.
(Page 3 of 5)

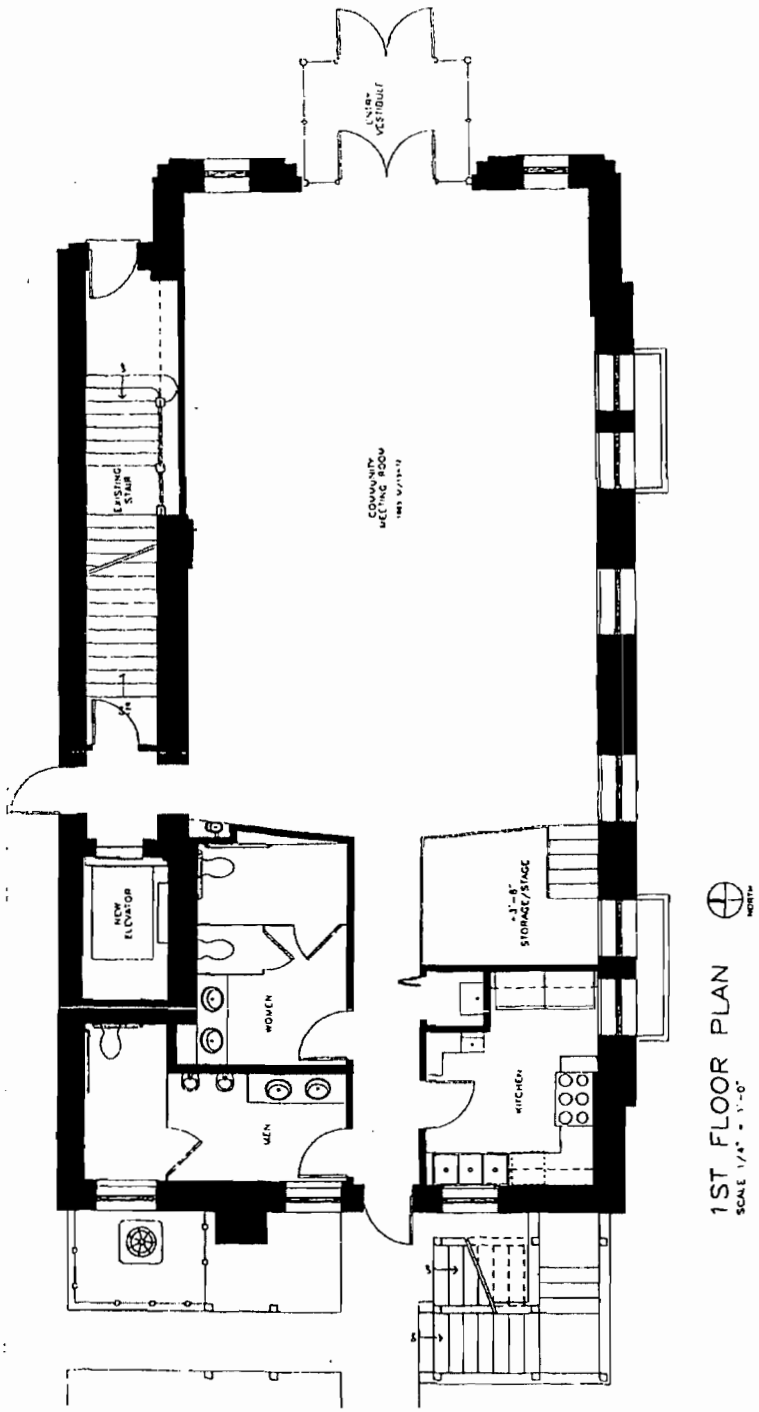
Mayer Jeffers Gillespie, Architects



(Sub)Exhibit "B".
(To Agreement With Emmanuel Community Development Corporation For Sale And Redevelopment Of Land)

Site Plan, Building Elevations And Floor Plans.
(Page 4 of 5)

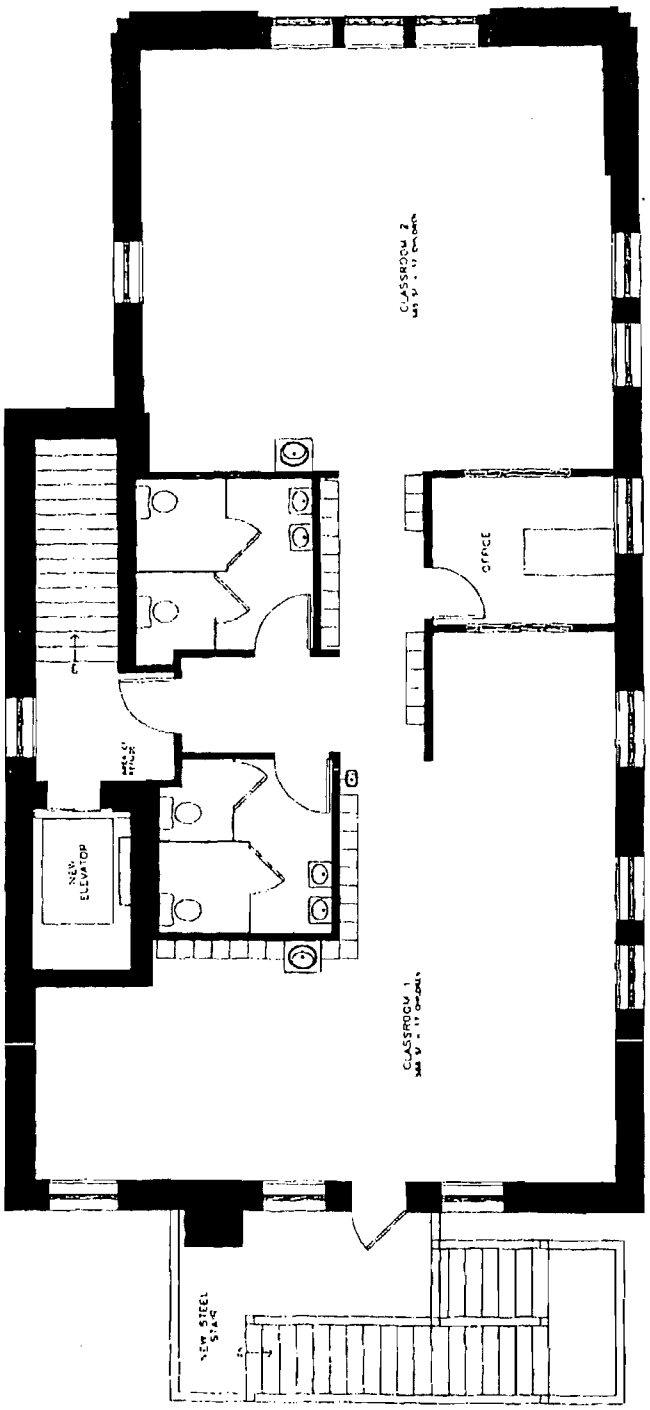
First Floor Plan



(Sub)Exhibit "B".
(To Agreement With Emmanuel Community Development Corporation For Sale And Redevelopment Of Land)

Site Plan, Building Elevations And Floor Plans.
(Page 5 of 5)

Second Floor Plan



2ND FLOOR PLAN

SALE OF CITY-OWNED PROPERTY AT 7711 S. GREENWOOD AVE. TO AND EXECUTION OF AMENDED REDEVELOPMENT AGREEMENT WITH NEW LIFE COVENANT S.E. CHURCH.

[O2013-6297]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance from the Department of Housing and Economic Development authorizing the sale of City-owned property at 7711 South Greenwood Avenue (8th Ward), 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 unanimous 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 the City Council (the "City Council") on June 5, 2013 (the "Original Ordinance"), and published at pages 54753 through 54793 in the

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the New Parcel to the Grantee. The quitclaim deed shall contain language substantially in the following form:

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

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

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

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

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

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

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description Of New Parcel (subject to final title commitment and survey):

Lot 12 in Block 79 in Cornell, a subdivision of Sections 26 and 35 in Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

7711 South Greenwood Avenue
Chicago, Illinois.

Permanent Index Number:

20-26-323-017-0000.

Exhibit "B".
(To Ordinance)

Amended Agreement With New Life Covenant S.E. Church For Sale And Redevelopment Of Land.

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND**, as may be amended from time to time, ("Agreement") is made on or as of the _____ day of ____, 2013, by and between the **City of Chicago,** an Illinois municipal corporation ("City"), acting by and through its Department of Housing and Economic Development (together with any successor department thereto, "DHED"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 and **New Life Covenant S.E. Church**, an Illinois not-for-profit corporation, located at 1021 East 78th Street, Chicago, Illinois 60619 ("Developer").

RECITALS

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

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

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

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

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

WHEREAS, the Property is located in the 8th Cottage Grove Redevelopment Area which was established pursuant to ordinances adopted by the City Council of the City ("City Council") on November 13, 2002 and published in the Journal of the Proceedings of the City Council (the "Journal") of such date at pages 97361 through 97376 (the "Area"); and

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

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

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

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

SECTION 1. INCORPORATION OF RECITALS.

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

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

Subject to the terms, covenants and conditions of this Agreement, the City agrees to sell the Property to the Developer, and the Developer agrees to purchase the Property from the City, for its appraised market value of One Hundred Twenty One Thousand Two Hundred and No/100 Dollars ($121,200.00) ("Purchase Price"), on the Closing Date (defined in Section 3). All other closing costs, including all title charges, shall be borne by Developer.

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

SECTION 3. CLOSING.

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

SECTION 4. CONVEYANCE OF TITLE.

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

a. standard exceptions in an ALTA title insurance policy;

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

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

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

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

SECTION 5. TITLE, SURVEY AND REAL ESTATE TAXES.

5.1 Title Commitment and Insurance. Not less than 30 days before the anticipated Closing Date, (the "Actual Closing Date") the Developer shall order a current title commitment for the Property issued by the Title Company. The Developer shall pay the cost of, and shall be responsible for, obtaining on the Closing Date, any title insurance, extended coverage and any endorsements it deems necessary. The City agrees to provide the Title Company with a

completed ALTA owner's statement, and other transfer documents typically required by the Title Company and typically provided by the City (but expressly excluding, however, "gap" undertakings, title indemnities and similar liabilities) at or prior to the Closing. At the Closing, the Developer shall deliver to the City a copy of the owner's policy of title insurance that it obtains with respect to the Property.

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

5.3 Real Estate Taxes. The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate taxes or tax liens on the Property prior to the Closing Date, to the extent such taxes or tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer, a motion to vacate a tax sale or a petition for exemption. If the City is unable to obtain the waiver or release of any such tax liens or is unable to cause the Title Company to insure over such tax liens, or if the Property is encumbered with any other exceptions other than those enumerated in Section 4.1 hereof or disclosed by the Survey ("Unpermitted Exceptions"), the Developer shall have the option to do one of the following: (1) accept title to the Property subject to the Unpermitted Exceptions, which shall then become Permitted Exceptions; or (2) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void and, except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder, except that the City shall immediately return the Earnest Money and Performance Deposit. If the Developer elects not to terminate this Agreement as aforesaid, the Developer agrees to accept title subject to the Unpermitted Exceptions in addition to the Permitted Exceptions. The Developer shall also be responsible for all taxes accruing after the Closing Date.

SECTION 6. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.

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

SECTION 7. PROJECT BUDGET AND PROOF OF FINANCING.

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

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

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:

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

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

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

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

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

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

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

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

8.9 MBE/WBE and Local Hiring Compliance Plan

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

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

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

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

8.12 Right to Terminate. If any of the conditions in this Section 8 have not been satisfied to the City's reasonable satisfaction within the stated period, provided for the benefit of the City, then 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, and this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder. Any forbearance by the City in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 9. SITE PLANS AND ARCHITECTURAL DRAWINGS.

9.1 Site Plans. The Developer shall construct the Project on the Property in accordance with the site plan specifications and architectural drawings prepared by Michael J. Dul & Associates, Architects, dated October 31, 2013, which have been approved by DHED as of the date hereof and which are incorporated herein by reference ("Specifications and Drawings"). No material deviation from the Drawings and Specifications may be made without DHED review, consideration and prior written approval by DHED, which will not be unreasonably withheld. If the Developer submits and DHED approves revised design development specifications and drawings after the date of this Agreement, the term "Specifications and Drawings" as used herein shall refer to the revised design development specifications and drawings upon DHED's written approval of same.

9.2 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 connection with: (i) the relocation, installation or construction of public or private utilities located on the Property; (ii) relocation, installation and construction of any new curb cuts and driveways; (iii) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with the Developer's redevelopment; (iv) the removal of existing pipes, utility equipment or building foundations located on the Property; and (v) the termination of existing

water or other services. Any streetscaping, including any paving of sidewalks, landscaping and lighting provided by the Developer as part of the Project, must be approved by the City.

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

9.3 Barricades and Signs. Upon the City's request, the Developer agrees to erect such signs as the City may reasonably require identifying the Property as a City redevelopment project; provided, however, that the Developer shall not be required to incur more than $1,500 in costs for such signage. The Developer may erect signs of its own incorporating such approved identification information upon the execution of this Agreement. Prior to the commencement of any construction activity requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. The City shall have the right to approve all barricades, the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades, and all signage, which approval shall not be unreasonably withheld or delayed.

SECTION 10. LIMITED APPLICABILITY.

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

SECTION 11. COMMENCEMENT AND COMPLETION OF PROJECT.

Subject to the receipt of all necessary government approvals, the Developer shall commence construction of the Project no later than twelve months after the Actual Closing Date and shall complete the Project (as evidenced by the Developer's written request for a Certificate of Completion for the Project) no later than eighteen months after commencing construction. Notwithstanding the foregoing commencement and completion dates, DHED shall, upon Developer's request, extend such construction commencement and completion dates by up to six (6) months and may, in DHED's sole discretion, grant additional extensions. The Project shall be constructed substantially in accordance with the Drawings and specifications and in accordance with all applicable laws, regulations and codes.

SECTION 12. CERTIFICATE OF COMPLETION.

Upon the completion of the Project, the Developer shall request from the City a Certificate of Completion (the "Certificate of Completion"). Within forty-five (45) days thereof, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole reasonable opinion of DPD, for the Developer to take or perform in order to obtain the Certificate of Completion. Upon the Developer's full and complete compliance, the Developer shall resubmit a written request for the Certificate of Completion upon receipt of which the City's response, the Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of certain of the covenants in this Agreement and the Deed (but excluding those on going covenants as referenced in Section 15) with respect to the Developer's obligations to construct the Project.

SECTION 13. RESTRICTIONS ON USE.

The Developer agrees that:

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

13.2 The Developer shall devote a portion of the Property (the "Parking Property"), as legally described in Exhibit C attached hereto and made a part hereof, for Project parking use in perpetuity.

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

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

SECTION 14. PROHIBITION AGAINST TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate of Completion for the Project as provided herein, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, and excepting Access Community Health Networks, the intended end user: (1) directly or indirectly sell or convey the Property or any part thereof or any interest therein, or the Developer's controlling interests therein, or (2) directly or indirectly assign this Agreement. In the event of a proposed sale, the City shall be provided copies of any and all sales contracts, legal descriptions, descriptions of intended use, certifications from the proposed buyer regarding this Agreement and such other information as the City may reasonably request. The proposed buyer must be qualified to do business with the City (including but not limited to ante-

workflow requirements. Notwithstanding the foregoing, the Developer shall be permitted to encumber the Property in accordance with the terms of Section 15 hereof. After the issuance of the Certificate of Completion, no City consent shall be required for any type of transfer of the Property, provided that the transferee assumes in writing the continuing obligations of the Developer under Sections 14 and 17 of this Agreement.

SECTION 15. LIMITATION UPON ENCUMBRANCE OF PROPERTY.

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

SECTION 16. 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 17 and, at Closing, shall execute a Subordination Agreement (as defined in Section 8.8). If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party that is not also a mortgagee, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 17.

SECTION 17. COVENANTS RUNNING WITH THE LAND.

The parties agree, and the Deed shall so expressly provide, that the covenants provided in Section 11.1 (Commencement and Completion of Project), Section 13 (Restrictions on Use), Section 14 (Prohibition Against Transfer of Property) and Section 15 (Limitation Upon Encumbrance of Property) will be covenants running with the Land binding on the Developer and its successors and assigns (subject to the limitations set forth in Section 16 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. The covenants provided in Section 11, Section 14 and Section 15 shall terminate upon the issuance of the Certificate of Completion. The covenant contained in Section 13.1 shall terminate when the Redevelopment Plan expires. The covenant contained in Section 13.2 shall remain in effect in perpetuity. The covenant and right to record the Reconveyance Deed contained in Section 13.3, the City's right of reverter and security shall terminate forty (40) years from the date of the Deed. The covenants contained in Section 13.4 shall remain in effect without limitation as to time.

SECTION 18. PERFORMANCE AND BREACH.

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

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

18.3 Breach.

a Generally. Subject to Section 18.2, if the Developer defaults in performing its obligations under this Agreement, the City shall deliver written notice of such default, after which the Developer shall have a 60-day cure period to remedy such default. If the default is not capable of being cured within the 60-day period, then provided the Developer has commenced to cure the default and is diligently proceeding to cure the default within the 60-day period, and thereafter diligently prosecutes such cure through to completion, then the 60-day period shall be extended by 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 by the respective dates as set forth in Section 3 hereof. Unless the failure to close is due to circumstances described in Section 18.2, above or caused by a breach by the City under the terms of this Agreement, such failure shall constitute an immediate "Event of Default". Failure to close by the dates set forth in Section 3 shall entitle the City to terminate this Agreement.

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

1. The Developer materially fails to perform any obligation of the Developer under this Agreement which default is not cured pursuant to Section 18.3(a); or

2. The Developer makes or furnishes a warranty, representation, statement or certification to the City (whether in this Agreement, an Economic Disclosure Form or another document) which is not

materially true and correct, which default is not cured pursuant to Section 18.3(a); or

(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 ninety (90) days after filing; or

(d) Except as excused by Section 18.2 above, the Developer abandons or substantially suspends the Construction Work, which default is not cured pursuant to Section 18.3(a); or

(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 18.3(a); or

(f) The Developer makes an assignment, pledge, unpermitted financing, encumbrance, transfer or other disposition in violation of this Agreement and notice or cure period, if applicable; or

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

(h) The Developer fails to perform, keep or observe any of the other covenants, promises, agreements, or obligations under this Agreement, including but not limited to the covenants set forth in Sections 13 and 17 hereof, or any other written agreement entered into with the City with respect to this Project, which default is not cured pursuant to Section 18.3(a); or

(i) Failure to close by the Outside Closing Date, unless DHED, in its sole discretion, extends the Outside Closing Date; and

c. Prior to Conveyance. Prior to Closing, if an Event of Default occurs and is continuing, and the default is not cured in the time period provided in Section 18.3 hereof, the City may terminate this Agreement, and institute any action or proceeding at law or in equity against the Developer.

d. After Conveyance. After Closing, if an Event of Default occurs and is continuing, beyond the applicable cure period under Section 18.3(a) above, the City may terminate this Agreement and exercise any and all remedies available to the City at law or in equity. Including but not limited to the right to record the Deed

of Reconveyance, the right to re-enter and take possession of the Property, terminate the estate conveyed to the Developer, and revest title to the Property in the City (the "Right of Reverter"); provided, however, that such revesting of title in the City shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. Notwithstanding the foregoing to the contrary, prior to the exercise of its Right of Reverter, the City shall provide written notice to the Developer of its intent to exercise its Right of Reverter, and the Developer shall have an additional ninety (90) days to cure the applicable Event of Default.

c. Resale of the Property. Upon the revesting in the City of title to the Property as provided in Section 18.5(b), the City shall employ its best efforts to convey the Property (subject to first mortgage liens permitted under this Section) to a qualified and financially responsible party (as solely determined by the City) (the "Developer"), who shall assume the obligation of completing the construction of the Project or such other improvements as shall be satisfactory to the City, and complying with the covenants that run with the land, as specified in Section 17.

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

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

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

3. any payments made (including reasonable attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

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

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

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

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

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

The Developer warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement or the Property, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation 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 of any undertaking or covenant of the Developer contained in this Agreement.

SECTION 20. INDEMNIFICATION.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "Losses") suffered or incurred by the City arising from or in connection with: (1) an Event of Default that has occurred; (2) the failure of the Developer or any contractor to pay contractors, subcontractors or material suppliers in connection with the construction of the Project; (3) the failure of the Developer to redress any misrepresentations or omissions in this Agreement or any other agreement relating hereto; and (4) any actions, including but not limited to, conducting environmental tests on the Property as set forth in Section 21 hereof, resulting from any activity undertaken by the Developer on the Property prior to or after the conveyance of said Property to the Developer by the City; provided, however, the Developer shall have no obligation to indemnify the City for Losses to the extent such losses are caused by the City or its agents. This indemnification shall survive any termination of this Agreement (regardless of the reason for such termination) for the life of the Redevelopment Area.

SECTION 21. ENVIRONMENTAL MATTERS.

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

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

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

The Developer agrees to deliver to the City a copy of each report prepared by or for the Developer regarding the environmental condition of the Property. If prior to the Closing, the Developer's environmental consultant determines an environmental or soil condition exists on the Property to such an extent that the Developer determines that it is not satisfied, in its sole discretion, with the condition of the Property, the Developer may declare this Agreement null and void by giving written notice thereof to the City.

If after the Closing, the environmental condition of the Property is not in all respects entirely suitable for the use to which the Property is to be utilized, it shall be the sole responsibility and obligation of the Developer to take such action as is necessary to put the Property in a condition which is suitable for the intended use of the Property. The Developer agrees to waive, release and indemnify the City from any claims and liabilities relating to or arising from the environmental condition of the Property (including, without limitation, claims

arising under CERCLA) and to undertake and discharge all liabilities of the City arising from any environmental condition which existed on the Property prior to the Closing.

SECTION 22. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

22.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any affiliate 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 on the Property, but not including construction on the Property, or occupation of the Property during the construction period:

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

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

c. The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance, and the Illinois Human Rights Act, 775 ILCS 5.1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

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

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

f. Failure to comply with the employment obligations described in this Section 22 shall be a basis for the City to pursue remedies under the provisions of Section 18.

22.2 City Resident Employment Requirement.

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

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

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

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

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

7. The Developer and the Employers shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPHED, 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 thereafter unless longer is required by law.

8. At the direction of DPHED, 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.

9. 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.

10. If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 18, the parties agree that 1/20 of 1 percent (.0005%) of the aggregate hard construction costs set forth in the Project Budget, as applicable, shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

11. 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.

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

"5. 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, the Minority Owned and Women Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and 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 Programs"), 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 5, during the course of the Project, the following percentages of the MBE/WBE Budget, substantially in the City's standard form, shall be expended for contract participation by minority-owned businesses ("MBEs") and by women-owned businesses ("WBEs"): (1) At least 24% by MBEs, and (2) At least 4% by WBEs.

b. For purposes of this Section 5 only:

(1) 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.

(2) 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.

(3) 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 can only be credited at any actual work performed on the Project by the Developer or by a joint venture with one or more MBEs or WBEs subject 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 (that 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 2.5. 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 construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the general contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with construction of the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least fifteen (15) business days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of construction of the Project.

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 2.5, the disqualification procedures are further described at 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 2.5 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

v. 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 22. The general contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 22, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, as applicable, the Developer shall submit the documentation required by this Section 22 to the City's monitoring staff, including the following: (a) MBE/WBE utilization plan and forecast, (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 22, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the general contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 23. REPRESENTATIONS AND WARRANTIES.

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

a. The Developer is a limited liability company organized, validly existing and in good standing under the laws of the State of Illinois with full power and authority to acquire, own and redevelop the Property and the person signing this Agreement on behalf 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 any Laws, including, without limitation, any Zoning and Landmark codes and environmental regulations, or (ii) any building permit, restriction of record or other agreement affecting the Property.

13.2 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.

13.3 Survival of Representations and Warranties. Each of the parties agrees that all of its representations and warranties set forth in this Section 13 or elsewhere in this Agreement are true as of the date of this Agreement and will be true in all material respects as of the Closing Date, except with respect to matters which have been disclosed in writing and approved by the other parties.

SECTION 24. PROVISIONS NOT MERGED WITH DEED.

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

SECTION 25. HEADINGS.

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

SECTION 26. ENTIRE AGREEMENT.

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

SECTION 27. SEVERABILITY.

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

SECTION 28. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service, (b) electronic communications, whether by telex, telegram or telecopy, provided that there is written confirmation of such communications, or (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 Housing and Economic Development 121 North LaSalle Street Room 1000 City Hall Chicago, Illinois 60602 Attn: Commissioner
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street Room 600 City Hall Chicago, Illinois 60602 Attn: Real Estate Division
If to the Developer	New Life Covenant S.E. Church 8875 W. 19th Street Chicago, Illinois 60625 Attn: John Hannah, Pastor
With a copy to:	Francine Lynch/Meg George Neal & LeRoy, LLC 203 N. LaSalle Street Suite 2300 Chicago, Illinois 60601

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively, provided that such electronic dispatch is confirmed as having occurred prior to 5:00 p.m. on a business day. If such dispatch occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

SECTION 29. ORGANIZATION AND AUTHORITY.

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

SECTION 30. SUCCESSORS AND ASSIGNS.

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

SECTION 31. TERMINATION.

In the event that the Closing has not occurred by the Outside Closing Date, as such date may be extended by DPD-C in its sole discretion pursuant to Section 5, then the City or the Developer may terminate this Agreement upon written notice to the other party but the City will return the Earnest Money Deposit.

SECTION 32. RECORDATION OF AGREEMENT.

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

SECTION 33. CONSENT AND APPROVAL.

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

SECTION 34. OTHER ACTS.

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

SECTION 35. BUSINESS RELATIONSHIPS.

The Developer acknowledges (i) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (ii) 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 (iii) notwithstanding anything to the contrary contained

in this Agreement that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 36. PATRIOT ACT CERTIFICATION.

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

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

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

Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (1) after execution of this Agreement by Developer, (2) while this Agreement or any Other Contract is executory, (3) during the term of this Agreement or any Other Contract between Developer and the City, or (4) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (1) February 10, 2011, and (2) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (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 (a) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (b) entered into for the purchase or lease of real or personal property; or (c) 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:

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

2. neither party is married; and

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

i 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

ii two of the following four conditions exist for the partners:

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

b The partners have common or joint ownership of a residence.

c The partners have at least two of the following arrangements:

i joint ownership of a motor vehicle;

ii a joint credit account;

iii a joint checking account;

iv a lease for a residence identifying both domestic partners as tenants.

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

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

SECTION 38. COOPERATION WITH OFFICE OF COMPLIANCE.

In accordance with Chapter 2-156 of the Municipal Code, the Developer acknowledges that every officer, employee, department and agency of the City shall be obligated to cooperate with the Executive Director of the Office of Compliance in connection with any activities undertaken by such office with respect to this Agreement, including, without limitation, making available to the Executive Director the department's premises, equipment, personnel, books, records and papers. The Developer agrees to abide by the provisions of Chapter 2-156.

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

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

SECTION 40. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.

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

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:

Andrew Mooney
Commissioner
Department of Housing and Economic Development

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

(Print name and title)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

GIVEN under my notarial seal this day of , 2013.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

GIVEN under my notarial seal this _____ day of _____, 2013.

_____
NOTARY PUBLIC

(Sub)Exhibits "A", "B" and "C" referred to in this Amended Redevelopment Agreement with New Life Covenant S.E. Church for Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "A".
(To Amended Agreement With New Life Covenant S.E. Church
For Sale And Redevelopment Of Land)

Legal Description Of Property.

(Subject To Final Survey And Title Commitment)

Parcel 1:

That part of Block 57 lying north and northeasterly of the two following described principal lines, the point of beginning of said two principal lines being determined as follows:

commencing at the northwest corner of said Block 57, being also the southeast corner of East 76th Street and South Dobson Avenue; thence northeasterly on a straight line a distance of 152.22 feet to the point of the intersection with the northwesterly line of said Block 57; thence along said northwesterly line of said Block 57 a distance of 31.13 feet to a point in the northwesterly line of said Block 57, said last described point being the point of beginning of the first of the principal line hereinbefore referred to; thence from said point of beginning a distance of 18.70 feet southeasterly to a line which is 317.58 feet north of and parallel to the south line of said Block 51; thence east along said last described line (said last described line being the second principal line hereinbefore referred to) a distance of 238.60 feet, more or less, to the point of intersection with the east line of said Block 57, in Cornell, a subdivision of the west 112 feet of Section 26, the southeast quarter of Section 26 (with the exception of the east half of the northeast quarter of said southeast 114 feet) the north half of the northwest quarter, the south half of the northwest quarter, west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 35, all in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1067 East 76th Street.

20-26-315-001-0000.

Parcel 2:

That part of Block 57 (except the south 166.2 feet thereof) lying south and southwesterly of the two following described principal lines, the point of beginning of said two principal lines being determined as follows:

commencing at the northwest corner of said Block 57, being also the southeast corner of East 76th Street and South Dobson Avenue; thence northeasterly on a straight line a distance of 152.22 feet to the point of intersection, with the northwesterly line of said Block 57; thence along said northwesterly line of said Block 57 a distance of 31.13 feet

to a point in the northwesterly line of said Block 57, said last described point being the point of beginning of the first of the principal lines hereinbefore referred to; thence from said point of beginning a distance of 18.70 feet southeasterly to a line which is 317.58 feet north of and parallel to the south line of Block 57; thence east along said last described line (said last described line being the second principal line hereinbefore referred to) a distance of 238.60 feet, more or less, to the point of intersection with the east line of said Block 57 (except the west 187 feet, 6 inches thereof) in Cornell, a subdivision of the west 112 feet of Section 26, the southeast quarter of Section 26 (with the exception of the east 112 feet of the northeast quarter of said southeast 114 feet the northeast 112 feet of the northwest quarter of the south 112 feet of the northwest 114 feet west of the Illinois Central Railroad and the northwest 112 feet of the northeast 114 feet of Section 35 in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1067 East 76th Street.

20-26-315-029-0000.

Parcel 3:

The west 187 feet, 6 inches of that part of Block 57 (except the south 251.14 feet thereof) lying south and southwesterly of the two following described principal lines, the point of beginning of said two principal lines being determined as follows:

commencing at the northwest corner of said Block 51, being also the southeast corner of East 76th Street and South Dobson Avenue; thence northeasterly on a straight line a distance of 152.22 feet to the point of intersection with the northwesterly line of said Block 57; thence along said northwesterly line of said Block 57, a distance of 31.13 feet to a point in the northwesterly line of said Block 57, said last described point being the point of beginning of the first of the principal lines hereinbefore referred to; thence from said point of beginning a distance of 18.70 feet southeasterly to a line which is 317.58 feet north of and parallel to the south line of Block 57; thence east along said last described line (said last described line being the second principal line hereinbefore referred to) a distance of 238.60 feet, more or less, to the point of intersection with the east line of said Block 57, in Cornell, a subdivision of the west half of Section 26, the southeast quarter of Section 26 (with the exception of the east half of the northeast quarter of said southeast quarter) the north half of the northwest quarter, the south half of the northwest quarter west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 35, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

1047 East 76th Street.

20-26-315-040-0000.

Parcel 4:

Lot 1 (except the south 7.78 feet thereof) in Block 81 in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast quarter of Section 26 (except the east half of the northeast quarter of said southeast 114 feet), the north half of the northwest quarter, the south half of the northwest 114 feet lying west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

Lot 18 in Block 81 in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast quarter of Section 26 (except the east 112 feet of the northeast quarter of said southeast quarter); the north half of the northwest quarter, the south 112 feet of the northwest quarter lying west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6:

Lots 22 and 23 in Block 81 in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast 114 feet of Section 26 (except the east half of the northeast quarter of said southeast quarter), the north 112 feet of the northwest quarter, the south 112 feet of the northwest quarter lying west of the Illinois Central Railroad and the northwest quarter of the northeast 114 feet of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7:

That part of Block 58 in Cornell, lying west of the right-of-way of the New York, Chicago and St. Louis Railroad beginning at a point of the junction of the westerly line of said right-of-way and the north line of said Block 58; thence west 120 feet; thence south 120 feet; thence east to said westerly line of said right-of-way; thence northeasterly along said westerly line of said right-of-way to point of beginning, being the northeast portion of said Block 58 in Cornell, said Cornell being a subdivision of Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 8:

Lot 11 and the south 9 feet of Lot 18 in Block 60 in Cornell, a subdivision of the west half of Section 26 and the southeast quarter of Section 26 (except the east 112 feet of the northeast 114 feet of said southeast quarter), the north half of the northwest 114 feet, the

south 112 feet of the northwest 114 feet lying west of the Illinois Central Railroad and the northwest 114 feet of the northeast 114 feet of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9:

Lots 13 and 14 in Block 60 in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast 114 feet of Section 26 (except the east 112 feet of the northeast quarter of said southeast 114 feet), Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

7709 South Greenwood Avenue.

20-26-323-016-0000.

Parcel 10:

The north half of Lot 11 and all of Lot 12 in Block 60 in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast 114 feet of Section 26 (except the east 112 feet of the northeast quarter of said southeast 114 feet) in Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 11:

Lot 10 and the south 112 feet of Lot 11 in Block 60, in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast 114 feet of Section 26 (except the east 112 feet of the northeast quarter of said southeast 114 feet) in Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County.

7719 South Greenwood Avenue.

20-26-323-021-0000.

Parcel 12:

Lot 13 in Block 79 in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast quarter of Section 26 (except the east 112 feet of the northeast 114 feet of said southeast 114 feet), the north 112 feet of the northwest 114 feet, the south 112 feet of the northwest 114 feet lying west of the Illinois Central Railroad and the northwest 114 feet of the northeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 13:

Lot 8 in Block 79 in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast 114 feet of Section 26 (except the east 112 feet of the northeast quarter of said southeast 114 feet) a subdivision in Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 14:

Lot 22 in Block 80 in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast 114 feet of Section 26 (except the east 112 feet of the northeast quarter of said southeast 114 feet) in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

7727 South Greenwood Avenue.

20-26-323-024-0000.

Parcel 15:

Lot 15 in Block 80 in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast 114 feet of Section 26 (except the east 112 feet of the northeast quarter of said southeast 114 feet) in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

7725 South Greenwood Avenue.

20-26-323-023-0000.

Parcel 16:

Lot 13 and the north 3 feet of the west 53.6 feet of Lot 12 in Block 80 in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast 114 feet of Section 26 (except the east 112 feet of the northeast quarter of said southeast 114 feet), the north 112 feet of the northwest quarter, the south 112 feet of the northwest 114 feet lying west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

7741 South Greenwood Avenue.

20-26-323-026-0000.

Parcel 17:

Lot 12 in Block 79 in Cornell, a subdivision of Sections 26 and 35 in Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

7711 South Greenwood Avenue.

20-26-323-017-0000.

Property Index Number (PIN)	Common Address
20-26-315-001-0000	1057 East 76th Street
20-26-315-029-0000	1067 East 76th Street
20-29-315-040-0000	1047 East 76th Street
20-26-323-002-0000	1127 -- 1145 East 76th Street
20-26-323-005-0000	7611 South Greenwood Avenue
20-26-323-008-0000	7649 South Greenwood Avenue
20-26-323-009-0000	7655 South Greenwood Avenue
20-26-323-010-0000	7659 South Greenwood Avenue
20-26-323-016-0000	7709 South Greenwood Avenue
20-26-323-021-0000	7719 South Greenwood Avenue
20-26-323-023-0000	7725 South Greenwood Avenue
20-26-323-024-0000	7727 South Greenwood Avenue
20-26-323-026-0000	7741 South Greenwood Avenue
20-26-316-020-0000	7700 South Greenwood Avenue
20-26-316-036-0000	7744 South Greenwood Avenue
20-26-316-040-0000	7754 South Greenwood Avenue
20-26-323-017-0000	7711 South Greenwood Avenue

All located in Chicago, Illinois.

(Sub)Exhibit "B".
(To Amended Agreement With New Life Covenant S.E.
Church For Sale And Redevelopment Of Land)

Narrative Description Of Project.

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

(Sub)Exhibit "C".
(To Amended Agreement With New Life Covenant S.E. Church
For Sale And Redevelopment Of Land)

Those Parcels Of The Property Which Will Be Sold Subject To The Covenant That They Be Used For Parking In Perpetuity.

Parcel 1:

That part of Block 57 lying north and northeasterly of the two following described principal lines, the point of beginning of said two principal lines being determined as follows:

commencing at the northwest corner of said Block 57, being also the southeast corner of East 76th Street and South Dobson Avenue; thence northeasterly on a straight line a distance of 152.22 feet to the point of the intersection with the northwesterly line of said Block 57; thence along said northwesterly line of said Block 57 a distance of 31.13 feet to a point in the northwesterly line of said Block 57, said last described point being the point of beginning of the first of the principal line hereinbefore referred to; thence from said point of beginning a distance of 18.70 feet southeasterly to a line which is 317.58 feet north of and parallel to the south line of said Block 51; thence east along said last described line (said last described line being the second principal line hereinbefore referred to) a distance of 238.60 feet, more or less, to the point of intersection with the east line of said Block 57, in Cornell, a subdivision of the west 112 feet of Section 26, the southeast quarter of Section 26 (with the exception of the east half of the northeast quarter of said southeast 114 feet) the north half of the northwest quarter, the south half of the northwest 114 feet, west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 35, all in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1067 East 76th Street.

20-26-315-001-0000.

Parcel 2:

That part of Block 57 (except the south 166.2 feet thereof) lying south and southwesterly of the two following described principal lines, the point of beginning of said two principal lines being determined as follows:

commencing at the northwest corner of said Block 57, being also the southeast corner of East 76th Street and South Dobson Avenue; thence northeasterly on a straight line a distance of 152.22 feet to the point of intersection, with the northwesterly line of said Block 57; thence along said northwesterly line of said Block 57 a distance of 31.13 feet to a point in the northwesterly line of said Block 57, said last described point being the point of beginning of the first of the principal lines herein before referred to; thence from said point of beginning a distance of 18.70 feet southeasterly to a line which is 317.58 feet north of and parallel to the south line of Block 57; thence east along said last described line (said last described line being the second principal line herein before referred to) a distance of 238.60 feet, more or less, to the point of intersection with the east line of said Block 57 (except the west 187 feet, 6 inches thereof) in Cornell, a subdivision of the west 112 feet of Section 26, the southeast quarter of Section 26 (with the exception of the east 112 feet of the northeast quarter of said southeast 114 feet the northeast 112 feet of the northwest quarter the south 112 feet of the northwest 114 feet west of the Illinois Central Railroad and the northwest quarter of the northeast 114 feet of Section 35 in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1067 East 76th Street.

20-26-315-029-0000.

Parcel 3.

The west 187 feet, 6 inches of that part of Block 57 (except the south 251.14 feet thereof) lying south and southwesterly of the two following described principal lines, the point of beginning of said two principal lines being determined as follows:

commencing at the northwest corner of said Block 51, being also the southeast corner of East 76th Street and South Dobson Avenue; thence northeasterly on a straight line a distance of 152.22 feet to the point of intersection with the northwesterly line of said Block 57; thence along said northwesterly line of said Block 57 a distance of 31.13 feet to a point in the northwesterly line of said Block 57, said last described point being the point of beginning of the first of the principal lines herein before referred to; thence from

said point of beginning a distance of 18.70 feet southeasterly to a line which is 317.58 feet north of and parallel to the south line of Block 57; thence east along said last described line (said last described line being the second principal line herein before referred to) a distance of 238.60 feet, more of less, to the point of intersection with the east line of said Block 57, in Cornell, a subdivision of the west half of Section 26, the southeast quarter of Section 26 (with the exception of the east half of the northeast quarter of said southeast quarter) the north half of the northwest quarter, the south half of the northwest quarter west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1047 East 76th Street.

20-26-315-040-0000.

Parcel 9:

Lots 13 and 14 in Block 60, in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast 114 feet of Section 26 (except the east 112 feet of the northeast quarter of said southeast 114 feet), Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

7709 South Greenwood Avenue.

20-26-323-016-0000.

Parcel 14:

Lot 22 in Block 80, in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast 114 feet of Section 26 (except the east 112 feet of the northeast quarter of said southeast 114 feet) in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

7727 South Greenwood Avenue.

20-26-323-024-0000.

Parcel 15:

Lot 15 in Block 80, in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast 114 feet of Section 26 (except the east 112 feet of the northeast quarter of said southeast 114 feet) in Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

7725 South Greenwood Avenue.

20-26-323-023-0000.

Parcel 16:

Lot 13 and the north 3 feet of the west 53.6 feet of Lot 12 in Block 80, in Cornell, a subdivision of the west 112 feet of Section 26 and the southeast 114 feet of Section 26 (except the east 112 feet of the northeast quarter of said southeast 114 feet), the north 112 feet of the northwest quarter, the south 112 feet of the northwest 114 feet lying west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

7741 South Greenwood Avenue.

20-26-323-026-0000.

Parcel 17:

Lot 12 in Block 79, in Cornell, a subdivision of Sections 26 and 35 in Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

7711 South Greenwood Avenue.

20-26-323-017-0000.

Property Index Number	Common Address
20-26-315-001-0000	1057 East 76th Street
20-26-315-029-0000	1067 East 76th Street
20-29-315-040-0000	1047 East 76th Street
20-26-323-016-0000	7709 South Greenwood Avenue
20-26-323-021-0000	7719 South Greenwood Avenue
20-26-323-023-0000	7725 South Greenwood Avenue
20-26-323-024-0000	7727 South Greenwood Avenue
20-26-323-026-0000	7741 South Greenwood Avenue
20-26-323-017-0000	7711 South Greenwood Avenue

ACQUISITION OF PROPERTIES AT 301 AND 315 E. 43RD ST. AND 4253 S. PRAIRIE AVE. FOR BENEFIT OF 47TH/KING DRIVE REDEVELOPMENT PROJECT AREA.
[O2013-6634]

The Committee on Housing and Real Estate, submitted the following report:

CHICAGO, October 16, 2013.

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 and Economic Development authorizing the acquisition of properties located at 301 and 315 East 43rd Street and 4253 South Prairie Avenue in the 47th/King Drive Redevelopment Project Area (3rd Ward), 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 unanimous 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 the City Council of the City of Chicago ("City Council") on March 27, 2002 and published at pages 81231 -- 81457 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") of such date, a certain redevelopment plan and project (as amended, the "Plan") for the 47th/King Drive Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.; the "Act");

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 27, 2002 and published at pages 81458 -- 81465 of the *Journal* of such date, the Area was designated as a "conservation area" redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on March 27, 2002 and published at pages 81466 -- 81472 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Area; and

WHEREAS, It is necessary to acquire the parcels of property located in the Area listed on the attached Exhibit A (the "Acquisition Parcels") in order to achieve the objectives of the Plan, which include, among other things: reducing or eliminating conditions that qualify the Area as a conservation area; and

WHEREAS, By Resolution Number 13-CDC-23, adopted by the Community Development Commission of the City of Chicago ("Commission") on July 9, 2013, the Commission recommended the acquisition of the Acquisition Parcels; and

WHEREAS, The City Council finds such acquisitions to be for the same purposes as those set forth in Divisions 74.2 and 74.4 of the Illinois Municipal Code; and

WHEREAS, The City Council further finds that such acquisition and exercise of power of eminent domain shall be in furtherance of the Plan, which was first adopted in 2002 in accordance with the Act, as recited above, and was in existence prior to April 15, 2006; and

WHEREAS, The City Council further finds that prior to April 15, 2006, the Plan included an estimated $15,000,000 in property assembly costs as a budget line item in Table 1 to the Plan, and also described property assembly as a part of the redevelopment project for the Area, including in Section V of the Plan; and

WHEREAS, The City Council further finds that the Acquisition Parcels were included in the Area prior to April 15, 2006, that there has been no extension in the completion date of the Plan and that the Acquisition Parcels are not located in an industrial park conservation area; 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. It is hereby determined and declared that it is useful, desirable and necessary that the City of Chicago acquire the Acquisition Parcels for public purposes and for purposes of implementing the objectives of the Plan for the Department of Housing and Economic Development.

SECTION 3. The Corporation Counsel is authorized to negotiate with the owner(s) for the purchase of the Acquisition Parcels. If the Corporation Counsel and the owner(s) are able to agree on the terms of the purchase, the Corporation Counsel is authorized to purchase the Acquisition Parcels on behalf of the City for the agreed price. 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 with respect to those Acquisition Parcels identified in Exhibit A as "Improved" within four years of the date of the publication of this ordinance. Such acquisition efforts shall commence with respect to that Acquisition Parcel identified in Exhibit A as "Vacant" within 10 years of the date of the publication of this ordinance. For each Acquisition Parcel, commencement shall be deemed to have occurred upon the City's delivery of an offer letter to the owner(s) of such Acquisition Parcel.

SECTION 4. The Commissioner of the Department of Housing and Economic 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 Survey And Title Commitment)

Address	Permanent Index Number	Vacant Or Improved
301 East 43rd Street	20-03-304-001	Improved
315 East 43rd Street	20-03-304-002	Improved
4253 South Prairie Avenue	20-03-122-046	Vacant

LEASE AGREEMENT WITH 4150 PARTNERSHIP GOVERNING USE OF PROPERTY AT 4150 W. 55TH ST. FOR CHICAGO DEPARTMENT OF PUBLIC HEALTH.

[O2013-6548]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 16, 2013

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 Fleet and Facility Management authorizing the execution of a lease agreement at 4150 West 55th Street (23rd Ward), 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 unanimous 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. On behalf of the City of Chicago, the Commissioner of the Department of Fleet and Facility Management is authorized to execute a lease with 4150 Partnership, governing the City's use of property located at 4150 West 55th Street by the Chicago Department of Public Health; such lease to be approved by the Commissioner of the Chicago Department of Public Health and 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 No. 10035.

THIS LEASE is made and entered into this _____ day of _____, 2013 (the "Effective Date"), by and between **4150 PARTNERSHIP,** an Illinois general partnership as sole beneficiary of Marquette Bank successor trustee to Garfield Ridge Trust and Savings Bank under Trust Agreement dated June 1, 1988 and known as Trust #88-6-2 (the "Landlord") and the **CITY OF CHICAGO,** an Illinois municipal corporation and home rule unit of government (the "Tenant").

RECITALS

WHEREAS, Landlord is the owner of the premises more commonly known as 4150 West 55th Street, Chicago, Cook County, Illinois; and

WHEREAS, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord the entire building located at 4150 West 55th Street consisting of approximately 16,070 square feet of office space together with an adjoining parking lot consisting of approximately 16,500 square feet to be used by City of Chicago, Department of Public Health.

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, and Tenant leases from Landlord, the following described premises situated in the City of Chicago, County of Cook, State of Illinois, to wit:

> Approximately 16,070 square feet of office space and 16,500 square feet of paved parking space located on that certain parcel of real estate more commonly know as 4150 West 55th Street, Chicago, Illinois (PIN# 19-10-419-043 - the "Premises").

SECTION 2. TERM

The term of this Lease ("Term") shall commence on October 1, 2013, and shall end on December 31, 2016, unless sooner terminated as set forth in this Lease.

SECTION 3. RENT, TAXES AND UTILITIES

3.1 Rent. Tenant shall pay base rent for the Premises in the amount of:

a) Twenty-Three Thousand Five-Hundred and 00/100 Dollars (**$23,500.00**) per month for the period beginning on October 1, 2013 and ending on December 31, 2014.

b) Twenty-Three Thousand Nine-Hundred Fifty and 00/100 Dollars (**$23,950.00**) per month for the period beginning on January 1, 2015 and ending on December 31, 2015.

c) Twenty-Four Thousand Four-Hundred Twenty-Five and 00/100 Dollars (**$24,425.00**) per month for the period beginning on January 1, 2016 and ending on December 31, 2016.

Rent shall be made payable to 4150 Partnership and sent to 4150 Partnership, 10150 Virginia Avenue, Unit J, Chicago Ridge, Illinois 60415, 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, gas, 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 supplied to the Premises. Tenant shall pay when due all charges for electricity, light, and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this Lease specifies that Landlord shall pay.

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

4.1 Condition of Premises Upon Delivery of Possession. Landlord covenants that the Premises shall:

(a) Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments, which may by applicable to the Premises or to the use or manner of use of the Premises; and

(b) Contain no environmentally hazardous materials.

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 and Right of Access. Unless otherwise provided in this Lease, Landlord shall, at Landlord's expense, keep the Premises in a condition of thorough repair and good order and in compliance with all applicable provisions of the Municipal Code of the City of Chicago, including, but not limited to, those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within ten (10) days after receipt of written notice thereof sent by Tenant, unless such repair cannot be remedied within ten (10) days, 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 deduct the cost thereof from rents accruing under this Lease. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that, except in the case of emergencies, Landlord shall first give notice to Tenant of Landlord's desire to enter the Premises for the purpose of inspecting and making repairs to the Premises. Landlord will schedule Landlord's entry so as to minimize any interference with Tenant's use of Premises.

4.4 Use of the Premises. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to damage the Premises, fixtures, and equipment within the Premises. Tenant will 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 or to the Tenant's use of the Premises.

4.5 Alterations and Additions. Tenant shall have the right to make such alterations, additions, and improvements to the Premises as Tenant shall deem necessary for Tenant's operations. Provided, however, that any such alterations, additions, and improvements shall be in full compliance with the applicable Law. Tenant must obtain the prior written consent of Landlord before commencing such work. Landlord shall not unreasonably withhold or delay such 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 or delay such 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 only.

SECTION 6. INSURANCE AND INDEMNIFICATION

6.1 Insurance. The Landlord shall procure and maintain at all times, at Landlord's own expense, during the term of this Lease, the insurance coverages and requirements specified below, insuring all operations related to the Lease.

The kinds and amounts of insurance required are as follows:

(a) Workers Compensation and Employers Liability Insurance. Workers Compensation and Employers Liability Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all Landlord's employees at the Premises and Employer's Liability coverage with limits of not less than $100,000 for each accident or illness. This provision shall also apply to Landlord's employees, agents or clients hired for work on the Premises.

(b) Commercial Liability Insurance (Primary and Excess). Commercial liability insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage extensions shall include the following: All premises and operations, products/completed operations, defense, separation of insureds, and contractual liability (with no limitation endorsement). 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 Lease.

(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.

(e) Other Terms of Insurance. The Landlord will furnish the City of Chicago, Department of Fleet and Facility Management, Real Estate Management, 30 North LaSalle Street, Room 300, 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 of insurance prior to Lease award. The receipt of any certificates does not constitute agreement by the Tenant that the insurance requirements in the Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements. The failure of the Tenant to obtain certificates or other insurance evidence from Landlord shall not be deemed to be a waiver by the Tenant. 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 Tenant retains the right to terminate the Lease until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to the Tenant in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles or self-insured retentions 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 to insurance provided by the Landlord under the Lease.

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 reasonably modify, delete, alter or change these requirements.

6.3 Mutual Indemnification. Landlord and Tenant (subject to any allocation of adequate appropriations and other applicable legislative procedures, requirements, and approvals) shall indemnify and hold each other harmless against all liabilities, judgment 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.

SECTION 7. DAMAGE OR DESTRUCTION

7.1 Damage or Destruction. If the Premises are damaged or destroyed by fire or other casualty to such an extent that Tenant cannot continue to occupy or conduct Tenant's normal business therein, or if the Premises do not meet all applicable building and fire code provisions and are therefore rendered untenantable, Tenant shall have the option to declare this Lease terminated as of the date of such damage, destruction, or determination by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage, destruction, or determination and Landlord shall forthwith repay to Tenant all prepaid rent.

SECTION 8. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

8.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as directed in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect, in the Premises or in this Lease; nor shall any such official, employee, or member participate in making or in any way attempt to use his or her position to influence any 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 2-56 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 on January 1, 2017 and the rent shall be at the same rate as set forth in Section 3 (ii) of this Lease. During any holding over, all other provisions of this Lease shall remain in full force and effect.

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 Fleet and Facility Management
Office of Real Estate Management
30 North LaSalle – Room 300
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:

4150 Partnership
James L. Walter / Linda A. Walter
10150 Virginia Avenue, Unit "A"
Chicago Ridge, Illinois 60415

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 without reference to its conflicts of laws principles. Landlord waives any objection to the venue of any action filed in any court situated in the jurisdiction in which the Premises are located.

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 shall have the right to terminate this Lease in its entirety for any reason without prepayment or penalty by providing Landlord with ninety (90) days prior written notice any time after December 31, 2014.

10.11 Federal and State Funding. The rental payments due under this Lease are derived from funds originating with the State and Federal governments. If the State or Federal governments do not provide funding for this Lease and, as a result, Tenant is unable to pay the sums required to be paid under this Lease, Tenant may terminate this Lease with forty-five (45) days written notice delivered to Landlord. Tenant shall, however, be responsible for its prorated share of the rent up to and inclusive of the last day of Tenant's occupancy of the Premises.

10.12 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.

10.13 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 the Premises as the result of said termination.

10.14 No Brokers. The Department of Fleet and Facility Management does not use brokers, tenant representatives, or other finders. Landlord does not use brokers, landlord representatives, or other finders. Tenant warrants to Landlord that no broker, landlord or tenant representative, or other finder (a) introduced Tenant to Landlord, (b) assisted Tenant in the negotiation of this Lease, or (c) dealt with Tenant on Tenant's behalf in connection with the Premises or this Lease. Landlord warrants to Tenant that no broker, landlord or tenant representative, or other finder (a) introduced Landlord to Tenant, (b) assisted Landlord in the negotiation of this Lease, or (c) dealt with Landlord on Landlord's behalf in connection with the Premises or this Lease. Under no circumstances shall Tenant make any payments due hereunder to any broker(s) or other purported Tenant representative(s). Under no circumstances shall Landlord make any payments due hereunder to any broker(s) or purported Landlord representative(s).

10.15 Amendments. From time to time, the parties hereto may administratively amend this Lease with respect to any provisions reasonably related to Tenant's use of the Premises and/or Landlord's administration of this Lease. Provided, however, that such amendment(s) shall not serve to extend the Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both Landlord and Tenant. Such amendment(s) shall only take effect upon execution by both parties. Upon execution, such amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

10.16 Prior Lease. Tenant has leased and occupied the Premise under a Lease dated November 26, 2008 (the "Prior Lease"). Landlord and Tenant each acknowledge and agree that the other party has performed all obligations under the Prior Lease and that neither party has any claims against the other with respect to the Prior Lease. Upon execution of this Lease, the Prior Lease shall become null and void and of no further force or effect.

SECTION 11. ADDITIONAL RESPONSIBILITIES OF LANDLORD

11.1 Site Improvements. Within ninety (90) days of the Effective Date, Landlord, at Landlord's sole cost and expense, shall perform the following site repairs and improvements:

d. Seal coat and re-stripe the parking lot.

e. Provide exterior paint for Tenant's graffiti crews to paint all exterior walls as needed to cover graffiti.

f. Repaint the WIC section where reasonably necessary in a color selected in writing by the Tenant's Commissioner of the Department of Health or his/her designee.

g. Repaint the mental health section where reasonably necessary in a color selected in writing by the Tenant's Commissioner of the Department of Health or his/her designee.

h. Replace floor tiles behind the staff counter in the WIC reception area.

i. Replace the staff counter in the WIC reception area.

j. Replace any damaged floor tiles, trim, and baseboards throughout the Premises including, but not limited to, restrooms.

k. Replace any missing or damaged electrical outlet caps throughout Premises including, but not limited to, restrooms.

l. Clear all vents throughout the Premises.

m. Steam clean all carpeting throughout the Premises including, but not limited to, all staff offices.

n. Wax all non-carpeted floors throughout the Premises.

11.2 Pest Control. Landlord shall provide and pay for pest control services whenever necessary. Notwithstanding the foregoing, Landlord shall not be responsible for such services where Tenant is negligent in maintaining reasonable sanitary standards at the Premises.

11.3 Scavenger Services. Landlord shall provide and pay for scavenger services. Tenant shall be responsible for appropriate removal and disposal of any medical wastes.

11.4 Water Service. Landlord shall provide and pay for water services to the Premises.

11.5 Plumbing. Landlord shall maintain plumbing in good operable condition, excluding damage caused by acts of vandalism or negligence attributable to Tenant, Tenant's agents or Tenant's clients.

11.6 Maintenance. Landlord shall provide, at Landlord's expense, any and all engineering service for maintenance of the exterior and interior of the Premises, including, but not limited to, all roof, structural, mechanical, and electrical components. Engineering services as

used herein shall not be construed to mean cleaning, washing, sweeping of any kind, moving of furniture, or replacing of interior light bulbs, etc. Maintenance shall refer strictly to service for the maintenance of the mechanical components of the building and paved parking lot.

11.7 Ballasts. Landlord shall provide and replace, at Landlord's expense, any ballasts when necessary.

11.8 Air-Conditioning. Landlord shall provide air-conditioning to the Premises whenever air-conditioning shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the air-conditioning equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients. Landlord understands that proper cooling is critical to operations as the Premises may at times be used as a cooling center by Tenant for the public.

11.9 Heat. Landlord shall provide heat to the Premises whenever heat shall be necessary and/or required for the comfortable occupancy of the Premises. Landlord shall maintain the heating equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients. Landlord understands that proper heating is critical to operations as the Premises may at times be used as a warming center by Tenant for the public.

11.10 Fire Extinguishers. Landlord shall provide and maintain fire extinguishers as required by code in the Premises at all times. Landlord shall not be responsible for replacement of vandalized or stolen fire extinguishers. Tenant shall be responsible for replacement of vandalized or stolen fire extinguishers

11.11 Snow Removal. Landlord shall provide prompt removal of snow and ice from the parking lot and from sidewalk which immediately adjoining the Premises.

11.12 Roof. Landlord shall maintain roof in watertight condition.

11.13 Spot Painting. Landlord shall professionally spot paint the Premises on an as-needed basis.

11.14 Exterior Light Bulb Replacement. Landlord shall replace any exterior light bulbs and parking lot light bulbs.

11.15 Replacement of Air Filters. Landlord shall replace air filters on a quarterly basis or whenever necessary.

11.16 Unauthorized Improvements. Any improvements to the Premises effectuated by Landlord on Tenant's behalf shall only be performed upon written approval and Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management. Approval from any other department(s), other employee(s) of the Department of Fleet and Facility Management, or anyone acting, or claiming to act, on Tenant's behalf shall be deemed invalid and of no force or effect.

11.17 Repair for Emergencies. In the event of an emergency which if not repaired would lead to material loss or significant damage to the Premises or if provided such emergency is caused by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, invitees, agents, or Tenant's contractors, Landlord may make such emergency repairs subject to full reimbursement to Landlord by Tenant of costs associated with such emergency repairs excluding any overhead and or profit.

11.18 Economic Disclosure Statement Affidavit (EDS) Updates. Landlord shall provide Tenant with any material updates to the information previously submitted in Landlord's Economic Disclosure Statement and Affidavit ("EDS"). Tenant may also request such updates from time to time. Tenant reserves the right to withhold rental payments under this Lease in the event Landlord fails to provide such updates. Landlord's failure to provide such information on a timely basis shall constitute a default under this Lease.

SECTION 12. ADDITIONAL RESPONSIBILITIES OF TENANT

12.1 Plate Glass. Tenant shall replace any broken or damaged plate glass on the Premises which is not caused by acts or negligence of Landlord.

12.2 Graffiti Removal. Tenant warrants that while Landlord shall repaint the Premises exterior pursuant to Section 11.1 hereinabove, Landlord is not responsible for subsequent removal of graffiti.

12.3 Custodial Services. Tenant shall provide and pay for nightly janitorial services which shall be construed as cleanings, washing, emptying waste paper baskets, replacement of interior light bulbs, and sweeping.

12.4 Tenant Signage. Tenant reserves the right to install and maintain appropriate signage on the front exterior of the Premises provided that such signage complies with any applicable laws.

12.5 Surrender of Premises at Termination. Upon 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 excepted.

12.6 Rental Signs. Tenant will allow Landlord install rental signs not to exceed 2' x 2' in size within the Premises during the last six (6) months of the Term and during any "holding over".

12.7 Security Service. Tenant shall pay for monthly alarm service, if necessary as determined by Tenant.

12.8 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 increases the rate of insurance on the Premises.

12.7 Hazardous Materials. Except for Permitted Materials which are used in the normal course of Tenant's business and Tenant will comply with commercial best practices and Landlord's fire insurance carrier, Tenant shall be responsible for appropriate removal and disposal of any such hazardous wastes.

12.8 Repairs for Tenant Negligence, Vandalism or Misuse. Subject to approval as set forth herein, Tenant shall assume responsibility for any repairs to the Premises necessitated by the negligence, vandalism, or misuse of the Premises or equipment therein by Tenant's employees, clients, invitees, agents, or contractors. Landlord shall notify Tenant in writing of such damage. At Tenant's option, Tenant may perform such repairs with service providers suitable to Tenant and at Tenant's sole cost without further setoff or deduction. In the alternative, Tenant may direct Landlord in writing to perform said repairs subject to Tenant's full reimbursement to Landlord of all costs associated with said repairs excluding any overhead and/or profit. Any repairs to the Premises effectuated by Landlord under this section shall only be performed by Landlord upon written approval and Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management. Repair approval from any other department(s) or other employee(s) of the Department of Fleet and Facility Management shall be deemed invalid and of no force or effect. Repairs made without said written approval and Notice to Proceed from the Commissioner of the Department of Fleet and Facility Management shall not be reimbursable to Landlord.

SECTION 13. LANDLORD DISCLOSURES AND AFFIRMATIONS

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 Tenant, or any person acting at the direction of such official, to contact, either orally or in writing, any other Tenant official or employee with respect to any matter involving any person with whom the elected Tenant 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 Lease, that a violation of Section 2-156-030 (b) by any elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Lease shall be grounds for termination of this Lease and the transactions contemplated hereby. Landlord hereby represents and warrants that no violation by Landlord of Section 2-156-030 (b) has occurred with respect to this Lease or the transactions contemplated hereby.

13.2 Patriot Act Certification. Landlord represents and warrants that neither Landlord nor, to the best of Landlord's knowledge, 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 Tenant 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, 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. 2011-4. Landlord agrees that Landlord, any person or entity who directly or indirectly has an ownership or beneficial interest in Landlord of 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 Lease) ("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 (a) after execution of this Lease by Landlord, (b) while this Lease or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Lease or any Other Contract, or (d) during any period while an extension of this Lease or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

Landlord represents and warrants that to the best of Landlord's knowledge from the later of (a) May 16, 2011, or (b) the date the Tenant approached Landlord, or the date Landlord approached the Tenant, as applicable, regarding the formulation of this Lease, 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. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Notwithstanding anything to the contrary contained herein, Landlord agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Lease or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted, unless the Tenant, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the Tenant to all remedies (including, without

limitation, termination for default) under this Lease, and 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. 2011-4 prior to the execution of this Lease, the Tenant may elect to decline to close the transaction contemplated by this Lease.

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 Tenant 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.

(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.

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

1.54 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 its subcontractors regarding the subject matter of this Lease ("Subcontractors") have not violated and are not in violation of any provisions of Section 7-28-390 or Section 11-4-1410 of the Municipal Code (the "Waste Sections"). During the period while this Lease 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 Lease, constitutes a breach of and an event of default under this Lease, 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 Tenant to all remedies under this Lease, at law or in equity. This Section does not limit Landlord's, its general Contractors' 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 Lease. Non-compliance with these terms and conditions may be used by the Tenant as grounds for the termination of this Lease, and may further affect the Landlord's eligibility for future contract awards.

1.55 Failure to Maintain Eligibility to do Business with Tenant. Failure by Landlord or any controlling person (as defined in Section 1-23-010(l) of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030(c) of the Municipal Code of Chicago shall be grounds for termination of this Lease and the transactions contemplated thereby. Landlord shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

1.56 Cooperation with Office of Inspector General and Legislative Inspector General. It is the duty of Landlord and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a Tenant contract or program, and of officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code, and to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Landlord represents and warrants that it understands and will abide by all provisions of Chapter 2-55 and Chapter 2-56 of the Municipal Code and that Landlord will inform its Contractors and Subcontractors of this provision and include a provision requiring their compliance with such Chapters 2-55 and 2-56 in any written agreement between Landlord and its Contractors and Subcontractors.

13.7 *Shakman* Prohibitions.

(i) The Tenant is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the Tenant from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

(iv) In the event of any communication to Landlord by a Tenant employee or Tenant official in violation of Section 13.7, or advocating a violation of Section 13.7, Landlord will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the Tenant's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant Tenant department utilizing services provided under this Lease. Landlord will also cooperate with any inquiries by IGO Hiring Oversight or the *Shakman* Monitor's Office related to the contract.

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

LANDLORD:

Marquette Bank, not personally but as successor trustee to Garfield Ridge Trust and Savings Bank under Trust Agreement dated June 1, 1988 and known as Trust #88-6-2

By: _____

Its: _____

4150 PARTNERSHIP, an Illinois General Partnership

By: _____
JAMES L. WANER – General Partner

TENANT:

CITY OF CHICAGO,
an Illinois municipal corporation and home rule unit of government

DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

By: _____
Commissioner

DEPARTMENT OF PUBLIC HEALTH

By: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:
DEPARTMENT OF LAW

By: _____
Deputy Corporation Counsel
Real Estate Division

COMMITTEE ON HUMAN RELATIONS.

CALL ON PRESIDENT BARACK OBAMA TO IMPOSE MORATORIUM ON DEPORTATION OF PARENTS WITH U.S. CITIZEN OR DREAM ACT ELIGIBLE CHILDREN.

[R2013-695]

The Committee on Human Relations submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Human Relations, for which a meeting was held October 3, 2013, having under consideration a resolution introduced by Alderman Solis (25th Ward) and Alderman Moreno (1st Ward), calling on President Barack Obama to impose a moratorium on deportations that separate families with U.S. citizen or Dream Act eligible children, begs leave to recommend that Your Honorable Body do *Adopt* this resolution.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) ARIEL REBOYRAS,
Chairman.

On motion of Alderman Reboyras, the committee's recommendation was *Concurred In* and the said proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, There are over five million children under the age of 18 who have one or more undocumented parents in the United States, thousands of whom reside in the City of Chicago; and

WHEREAS, Eighty percent of these are U.S. citizens and the remaining are legal permanent residents or young people brought to this nation as children; and

WHEREAS, Many of these mixed status families include one spouse who is a U.S. citizen or legal permanent resident so that the deportation of a spouse threatens the very bonds of marriage and the covenant made between two people to raise these children in love and commitment; and

WHEREAS, These young people suffer lack of access to childcare centers, equal educational opportunities, health care, adequate housing and employment training because of the status of their parents and are more likely to live in poverty than other children; and

WHEREAS, These children represent a significant sector of the future citizenry and workforce of the United States and their lack of equal access to education, health care and full participation in activities that prepare other young people for citizenship and work is harmful to the progress of the nation; and

WHEREAS, It is now indicated that undocumented persons with U.S. citizen or Dream Act eligible children are not likely to voluntarily leave this nation, perpetuating a life in the shadows for these young people and, moreover, that in spite of the difficulties, these mixed status families have a much higher percentage of stable two person head of families than the national average; and

WHEREAS, U.S. citizen children being de facto deported with their undocumented parents, being raised in another country and then returning to this country to reclaim their rights as citizens without having had adequate educational opportunities, will create a permanent underclass in this country; and

WHEREAS, We recognize and uphold the right to be raised with the love and support of a unified family as a fundamental human right, without the constant fear that that family will be taken from you, without which right these five million young people are denied the human rights, dignity and equal protection under the law afforded their peers; and

WHEREAS, The United States has recognized the injustice of separating families and denying children the Right to Family in both the mistreatment of indigenous populations and in the institution of slavery and has legislated measures to alleviate the consequences of these our historical violations of basic human rights; and

WHEREAS, The Right to Family of U.S. citizen children is currently being litigated in the Federal Courts of the United States, and is therefore an unresolved issue; and

WHEREAS, The Congress of the United States has as yet failed to resolve and find a solution to the status of 11 million undocumented persons and their mixed status families, brought about by the nation's permissive exploitation of undocumented labor for decades, a permissive exploitation which allowed the United States to remain competitive in the global economy and which retained businesses that otherwise would have collapsed or moved out of the country, and which provided substantial support to this nation's troubled social security system; and

WHEREAS, The Congressional Hispanic Caucus has petitioned the President of the United States to impose a moratorium on deportations that separate families until such time as the Congress is able to pass legislation that fixes our broken immigration system; and

WHEREAS, The Department of Homeland Security has provided the President with a memorandum outlining his powers to alleviate the crisis faced by the five million children with undocumented parents through administrative actions; and

WHEREAS, Three undocumented youth, all who grew up in the United States, crossed the border into (Mexico, and have been detained at the border while attempting to return home to the United States with six other deportees, known as the DREAM 9, to reunite with their families on Monday June 22, 2013 to highlight the injustice of 1.7 million deportations, family separations, and the right of those deported to reunite with their families; and

WHEREAS, The Mayor and City Council of Chicago have debated this issue and have gone on record in support of a moratorium that prevents the separation of families; and

WHEREAS, Since the passing of this resolution a majority consensus in the nation to stop these massive and unjust deportations has been demonstrated in various ways, and a proposed bipartisan bill for comprehensive immigration reform has been passed in the U.S. Senate; and

WHEREAS, Homeland Security has increased the practice of "silent workplace raids" by auditing the employment records of private and not-for-profit corporations, forcing out undocumented employees who, according to the proposal before the Senate, will have to show this very employment to qualify to legalize themselves and their families; now, therefore,

Be It Resolved, That the Mayor and City Council of Chicago call on the President of the United States to use his executive powers to stop the deportations of the parents of the estimated 5.1 million U.S. citizen children or Dream Act eligible children immediately in order to afford these children fundamental human rights and equal rights under the law until the debate on immigration reform is resolved in Congress and a new bill is signed into law by the President; and

Be It Further Resolved, That the Mayor and City Council of Chicago further calls on the President of the United States to extend the deferment application process now offered to "dreamers" to their parents and the parents of U.S. citizen children; and

Be It Further Resolved, That the Mayor and the City Council of Chicago further call on the President of the United States to bring home the DREAM 9 and to provide a pathway for the 1.7 million deported to reunite with their families; and

Be It Further Resolved, That the Mayor and City Council of Chicago call on Homeland Security to suspend its practice of auditing employee records until the above mentioned debate on immigration reform is resolved and a bill signed into law; and

Be It Further Resolved, That the Mayor and City Council of Chicago urge the members of both parties in the House of Representatives to develop and pass a bipartisan bill of their own so that the process of reconciliation with the Senate bill can go forward; and

Be It Further Resolved, That a copy of this resolution be provided to the President of the United States and that the citizen son of Elvira, Saul Arellano, will deliver the resolution on behalf of the Chicago City Council Latino Caucus to the White House on Wednesday July 24, 2013.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 40.3(a) TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. CLARK ST.

[O2013-6107]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Patrick O'Connor (which was referred on

September 11, 2013), to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (40.3(a)) to allow the issuance of additional alcoholic liquor licenses on portion of North Clark Street, 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 September 25, 2013.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021 (c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

4-60-022 ~~(40.3(a)) On the west side of Clark Street, from Devon Avenue to Wallen Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 43.66 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. HALSTED ST.

[O2013-6119]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Michele Smith (which was referred on September 11, 2013), to amend Section 4-60-022 of the Municipal Code of Chicago to disallow the issuance of additional alcoholic liquor licenses on portion of North Halsted Street, 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 September 25, 2013.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as a new subsection 4-60-022 (43.66), as follows:

4-60-22 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

(43.66) On Halsted Street, from Webster Avenue to Fullerton Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 9.347 THROUGH 9.432 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF VARIOUS PUBLIC WAYS WITHIN 9TH WARD.

[O2013-7487]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Anthony Beale (which was referred on September 11, 2013), to amend Section 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional package goods licenses in portions of the 9th Ward, 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 September 25, 2013.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as new subsections 4-60-023 (9.347) through (9.432), as follows:

4-60-022 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(9.347) On 95th Street, from State Street to Michigan Avenue.

(9.348) On 95th Street, from Michigan Avenue to Prairie Avenue.

(9.349) On 95th Street, from Prairie Avenue to Calumet Avenue.

(9.350) On 95th Street, from Calumet Avenue to Vernon Avenue.

(9.351) On 95th Street, from Vernon Avenue to Rhodes Avenue.

(9.352) On 95th Street, from Rhodes Avenue to Champlain Avenue.

(9.353) On 95th Street, from Champlain Avenue to where 95th Street intersects Cottage Grove Avenue east of the railroad tracks.

(9.354) On 94th Street, from State Street to Michigan Avenue.

(9.355) On 94th Street, from Michigan Avenue to Prairie Avenue.

(9.356) On 94th Street, from Prairie Avenue to Calumet Avenue.

(9.357) On 94th Street, from Calumet Avenue to Vernon Avenue.

(9.358) On 94th Street, from Vernon Avenue to St. Lawrence Avenue.

(9.359) On 93rd Street, from State Street to Michigan Avenue.

(9.360) On 93rd Street, from Michigan Avenue to Prairie Avenue.

(9.361) On 93rd Street, from Prairie Avenue to Calumet Avenue.

(9.362) On 93rd Street, from Calumet Avenue to Vernon Avenue.

(9.363) On 93rd Street, from Vernon Avenue to St. Lawrence Avenue.

(9.364) On 93rd Street, from St. Lawrence Avenue to Cottage Grove Avenue; and on Lyon Avenue, from 93rd Street to Cottage Grove Avenue; and on Evans Avenue, from 93rd Street to Lyon Avenue.

(9.365) On 92nd Street, from State Street to Michigan Avenue.

(9.366) On 92nd Street, from Michigan Avenue to Forest Avenue.

(9.367) On 92nd Place, from Cottage Grove Avenue to its terminus west of St. Lawrence Avenue.

(9.368) On 92nd Street, from Cottage Grove Avenue to its terminus west of Eberhart Avenue.

(9.369) On 91st Street, from State Street to Indiana Avenue.

(9.370) On 91st Place, from Dr. Martin Luther King, Jr. Drive to St. Lawrence Avenue.

(9.371) On 91st Street, from St. Lawrence Avenue to Dr. Martin Luther King, Jr. Drive.

(9.372) On 90th Street, from State Street to Indiana Avenue.

(9.373) On 90th Street, from Indiana Avenue to Calumet Avenue.

(9.374) On 90th Street, from Calumet Avenue to St. Lawrence Avenue.

(9.375) On 90th Place, from Indiana Avenue to Dr. Martin Luther King, Jr. Drive.

(9.376) On 89th Place, from State Street to its terminus west of Indiana Avenue.

(9.377) On 89th Place, from Indiana Avenue to Calumet Avenue.

(9.378) On 89th Place, from Calumet Avenue to St. Lawrence Avenue.

(9.379) On 89th Street, from State Street to Michigan Avenue.

(9.380) On 89th Street, Michigan Avenue to Prairie Avenue.

(9.381) On 89th Street, from Prairie Avenue to Dr. Martin Luther King, Jr. Drive.

(9.382) On 89th Street, from Dr. Martin Luther King, Jr. Drive to St. Lawrence Avenue.

(9.383) On 89th Place, from Calumet Avenue to St. Lawrence Avenue.

(9.384) On 88th Street, from State Street to Indiana Avenue.

(9.385) On 88th Street, from St. Lawrence Avenue to its terminus west of Calumet Avenue.

(9.386) On 87th Place, from Dr. Martin Luther King, Jr. Drive to St. Lawrence Avenue.

(9.387) On the south side only of 87th Street, from State Street to Michigan Avenue.

(9.388) On the south side only of 87th Street, from Michigan Avenue to Prairie Avenue.

(9.389) On the south side only of 87th Street, from Prairie Avenue to Dr. Martin Luther King, Jr. Drive.

(9.390) On the south side only of 87th Street, from Dr. Martin Luther King, Jr. Drive to St. Lawrence Avenue.

(9.391) On the east side only of State Street, from 94th Street to 92nd Street.

(9.392) On the east side only of State Street, from 92nd Street to 90th Street.

(9.393) On the east side only of State Street, from 89th Place to 89th Street.

(9.394) On the east side only of State Street, from 89th Street to 87th Street.

(9.395) On Wabash Avenue, from 95th Street to 93rd Street.

(9.396) On Wabash Avenue, from 93rd Street to 91st Street; and on Urban Avenue, from Wabash Avenue to its terminus south of 92nd Street.

(9.397) On Wabash Avenue, from 89th Street to 87th Street.

(9.398) On Michigan Avenue, from 95th Street to 93rd Street.

(9.399) On Michigan Avenue, from 93rd Street to 91st Street.

(9.400) On Michigan Avenue, from 89th Street to 87th Street.

(9.401) On Indiana Avenue, from 95th Street to 93rd Street.

(9.402) On Indiana Avenue, from 93rd Street to 91st Street.

(9.403) On Indiana Avenue, from 91st Street to 89th Street.

(9.404) On Indiana Avenue, from 89th Street to 87th Street.

(9.405) On Prairie Avenue, from 95th Street to 93rd Street.

(9.406) On Prairie Avenue, from 93rd Street to Burnside Avenue; and on Williams Avenue, from 92nd Street to its terminus north of 92nd Street.

(9.407) On Forest Avenue, from 95th Street to Burnside Avenue.

(9.408) On Calumet Avenue, from 95th Street to Burnside Avenue.

(9.409) On Burnside Avenue, from Prairie Avenue to Calumet Avenue.

(9.410) On Prairie Avenue, from 89th Street to 90th Place; and on Prairie Avenue, from 89th Street to its terminus north of 89th Street.

(9.411) On Calumet Avenue, from 91st Street to 89th Street.

(9.412) On Calumet Avenue, from 89th Street to 87th Street.

(9.413) On Dr. Martin Luther King, Jr. Drive, from 95th Street to 93rd Street.

(9.414) On Dr. Martin Luther King, Jr. Drive, from 93rd Street to 90th Street.

(9.415) On Dr. Martin Luther King, Jr. Drive, from 90th Street to 89th Street.

(9.416) On Dr. Martin Luther King, Jr. Drive, from 89th Street to 87th Street.

(9.417) On Vernon Avenue, from 95th Street to 93rd Street.

(9.418) On Eberhart Avenue, from 95th Street to 93rd Street.

(9.419) On Rhodes Avenue, from 95th Street to 93rd Street; and on Burnside Avenue, from Dr. Martin Luther King, Jr. Drive to 93rd Street.

(9.420) On Eberhart Avenue, from 91st Street to its terminus south of 92nd Street; and on 91st Street, from Dr. Martin Luther King, Jr. Drive to Calumet Avenue.

(9.421) On Eberhart Avenue, from 87th Street to 88th Street.

(9.422) On Eberhart Avenue, from 88th Street to 89th Street.

(9.423) On Eberhart Avenue, from 89th Street to 90th Street.

(9.424) On St. Lawrence Avenue, from 95th Street to 93rd Street.

(9.425) On St. Lawrence Avenue, from 93rd Street to 92nd Street.

(9.426) On St. Lawrence Avenue, from 92nd Street to 91st Street.

(9.427) On St. Lawrence Avenue, from 91st Street to 89th Place.

(9.428) On St. Lawrence Avenue, from 89th Place to 88th Place.

(9.429) On St. Lawrence Avenue, from 88th Place to 87th Place.

(9.430) On Burnside Avenue, from St. Lawrence Avenue to Cottage Grove Avenue; and on Champlain Avenue, from Burnside Avenue to 95th Street: and on Langley Avenue, from 95th Street to Burnside Avenue; and on Langley Avenue, from 93rd Street to 92nd Street; and on Prairie Avenue, from 87th Street to its terminus south of 87th Street.

(9.431) On the west side only of Cottage Grove Avenue, from 95th Street to 93rd Street.

(9.432) On the west side only of Cottage Grove Avenue, from 93rd Street to 92nd Street.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY REPLACING SUBSECTION 11.90 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF S. HALSTED ST.

[O2013-6154]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman James Balcer (which was referred on September 11, 2013), to amend Section 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional package goods licenses on portion of South Halsted Street, 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 September 25, 2013.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (11.90), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of July 25, 2013, at pages 31347 and 31348, with the following underscored text:

4-60-023 (11.90) On Halsted Street, from 29th Street to 31st Street.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTIONS 17.251 AND 17.345 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF S. ASHLAND AVE.

[O2013-6136]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Latasha Thomas (which was referred on September 11, 2013), to amend the Municipal Code of Chicago by lifting subsections 4-60-023 (17.251) and (17.345) to allow the issuance of additional package goods licenses on portion of South Ashland Avenue, 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 September 25, 2013.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(17.251) On South Ashland Avenue, from West 69th Street to West 71st Street.~~

~~(17.345) On Ashland Avenue, from 68th Street to 71st Street.~~

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY REPLACING SUBSECTIONS 29.2, 29.26 AND 29.49 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF VARIOUS PUBLIC WAYS WITHIN 29TH WARD.

[O2013-6134]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Deborah Graham (which was referred on September 11, 2013), to amend Section 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional package goods licenses on portions of the 29th Ward, 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 September 25, 2013.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. The City Council finds that the areas described in Sections 2 through 5 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (29.2), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of June 30, 2009, at page 65545, with the following underscored text:

4-60-023 (29.2) On North Avenue, from Menard Avenue to Austin Avenue.

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (29.26), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 3, 2012, at page 35377, with the following underscored text:

4-60-023 (29.26) On the south side of Madison Street, from Laramie Avenue to Pine Street.

SECTION 4. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (29.49), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of April 9, 2008, at page 24846, with the following underscored text:

4-60-023 (29.49) On the east side of Narragansett Avenue, from Fullerton Avenue to Dickens Avenue.

SECTION 5. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF SECTIONS 4-60-022 AND 4-60-023 OF MUNICIPAL CODE BY REPLACING VARIOUS SUBSECTIONS TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF VARIOUS PUBLIC WAYS WITHIN 35TH WARD.

[O2013-6110]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Rey Colón (which was referred on September 11, 2013), to amend Sections 4-60-022 and 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional alcoholic liquor and package goods licenses in portions of the 35th Ward, 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 September 25, 2013.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. The City Council finds that the areas described in Sections 2 through 36 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (35.5), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of February 11, 2009, at page 55009, with the following underscored text:

4-60-022 (35.5) On West Belmont Avenue, from North Kimball Avenue to North Central Park Avenue.

SECTION 3. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (35.8), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of July 25, 2012, at page 31346, with the following underscored text:

4-60-022 (35.8) On West Diversey Avenue, from North California Avenue to North Sacramento Avenue.

SECTION 4. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (35.18), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of February 6, 2008, at page 20712, with the following underscored text:

4-60-022 (35.18) On West Armitage Avenue, from North Sacramento Avenue to North Kedzie Avenue.

SECTION 5. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (35.24), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of March 14, 2007, at page 99834, with the following underscored text:

4-60-022 (35.24) On North Milwaukee Avenue, from North California Avenue to North Sacramento Avenue.

SECTION 6. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (35.25), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of November 17, 2010, at page 108062, with the following underscored text:

4-60-022 (35.25) On North Milwaukee Avenue, from North Sacramento Avenue to West Logan Boulevard.

SECTION 7. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (35.26), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of November 19, 2008, at page 49401, with the following underscored text:

4-60-022 (35.26) On North Milwaukee Avenue, from West Logan Boulevard to North Kimball Avenue.

SECTION 8. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (35.31), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 8, 2008, at page 40069, with the following underscored text:

4-60-022 (35.31) On North California Avenue, from West Palmer Street to West Fullerton Avenue.

SECTION 9. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (35.36), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 8, 2008, at page 40070, with the following underscored text:

4-60-022 (35.36) On the west side of North Kedzie Avenue, from West Belden Avenue to West Altgeld Street; and on both sides of North Kedzie Avenue, from West Altgeld Street to the south line of West Wrightwood Avenue/West Logan Boulevard.

SECTION 10. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (35.37), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of July 29, 2009, at page 67875, with the following underscored text:

4-60-022 (35.37) On North Kedzie Avenue, from the north line of West Wrightwood Avenue/West Logan Boulevard to West Diversey Avenue.

SECTION 11. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (25.38), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 13, 2007, at page 11441, with the following underscored text:

4-60-022 (35.38) On North Kedzie Avenue, from West Diversey Avenue to West Wellington Avenue.

SECTION 12. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (35.40), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of December 14, 2011, at page 17741, with the following underscored text:

4-60-022 (35.40) On the west side of North Kedzie Avenue, from West Belmont Avenue to North Elston Avenue.

SECTION 13. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsections 4-60-022 (35.55), 4-60-022 (35.56) and 4-60-023 (35.57) which were previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of April 22, 2009, at page 58581, with the following underscored text:

4-60-022 (35.55) On the north side of West Belmont Avenue, from North Central Park Avenue to North Kimball Avenue.

4-60-022 (35.56) On the north side of West Belmont Avenue, from North Kimball Avenue to North Kedzie Avenue.

4-60-022 (35.57) On North Kimball Avenue, from West Grace Street to West Addison Street.

SECTION 14. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.1), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of December 13, 2007, at page 95131, with the following underscored text:

4-60-023 (35.1) On West Irving Park Road, on the south side only, from North Christiana Avenue to North Bernard Street; and on both sides of West Irving Park Road, from North Bernard Street to North St. Louis Avenue to North Drake Avenue.

SECTION 15. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.3), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of January 9, 2008, at page 18928, with the following underscored text:

4-60-023 (35.3) On West Addison Street, from North Kimball Avenue to North Lawndale Avenue.

SECTION 16. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.4), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of May 4, 2011, at page 117716, with the following underscored text:

4-60-023 (35.4) On West Belmont Avenue, from North Kedzie Avenue to North Kimball Avenue.

SECTION 17. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.5), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of March 10, 2010, at page 86567, with the following underscored text:

4-60-023 (35.5) On West Belmont Avenue, from North Kimball Avenue to North Central Park Avenue.

SECTION 18. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.6), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of September 5, 2007, at page 6874, with the following underscored text:

4-60-023 (35.6) On West Belmont Avenue, from North Central Park Avenue to North Lawndale Avenue; and on the south side of West Belmont Avenue, from North Lawndale Avenue to North Ridgeway Avenue.

SECTION 19. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.14), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of March 9, 2005, at page 44074, with the following underscored text:

4-60-023 (35.14) On West Fullerton Avenue, from North Sacramento Avenue to North Albany Avenue; and on North Albany Avenue, from West Medill Avenue to West Altgeld Street.

SECTION 20. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.15), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of September 29, 2009, at page 67878, with the following underscored text:

4-60-023 (35.15) On West Fullerton Avenue, from North Kedzie Avenue to North Kimball Avenue.

SECTION 21. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.17), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of March 10, 2004, at page 19858, with the following underscored text:

4-60-023 (35.17) On West Armitage Avenue, from North California Avenue to North Sacramento Avenue.

SECTION 22. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.18), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of March 10, 2010, at page 86569, with the following underscored text:

4-60-023 (35.18) On West Armitage Avenue, from North Sacramento Avenue to North Kedzie Avenue.

SECTION 23. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.19), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of May 5, 2004, at page 22753, with the following underscored text:

4-60-023 (35.19) On West Armitage Avenue, from North Kedzie Avenue to North Kimball Avenue.

SECTION 24. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.22), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of February 7, 2007, at page 98127, with the following underscored text:

4-60-023 (35.22) On the southwest side of North Elston Avenue, from North Kedzie Avenue to North Christiania Avenue; and on both sides of North Elston Avenue, from North Christiana Avenue to West Grace Street.

SECTION 25. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.24), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 6, 2005, at page 58183, with the following underscored text:

4-60-023 (35.24) On North Milwaukee Avenue, from North California Avenue to North Sacramento Avenue.

SECTION 26. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.26), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of April 6, 2005, at page 45953, with the following underscored text:

4-60-023 (35.26) On North Milwaukee Avenue, from West Logan Boulevard to North Kimball Avenue.

SECTION 27. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.29), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of February 11, 2009, at page 55012, with the following underscored text:

4-60-023 (35.29) On North California Avenue, from West Bloomingdale Avenue to West Armitage Avenue.

SECTION 28. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.30), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 6, 2005, at page 58185, with the following underscored text:

4-60-023 (35.30) On North California Avenue, from West Armitage Avenue to West Palmer Street.

SECTION 29. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.32), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of June 29, 2005, at page 52117, with the following underscored text:

4-60-023 (35.32) On North California Avenue, from West Fullerton Avenue to West Logan Boulevard.

SECTION 30. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.33) and 4-60-023 (35.52), which were previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of March 10, 2010, at page 86570, with the following underscored text:

4-60-023 (35.33) On North California Avenue, from West Logan Boulevard to North Avondale Avenue.

4-60-023 (35.52) On North California Avenue, from West Diversey Avenue to West Logan Boulevard.

SECTION 31. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.37), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of March 9, 2005, at page 44075, with the following underscored text:

4-60-023 (35.37) On North Kedzie Avenue, from the north line of West Wrightwood Avenue/West Logan Boulevard to West Diversey Avenue.

SECTION 32. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.40), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of November 2, 2011, at page 11895, with the following underscored text:

4-60-023 (35.40) On the west side of North Kedzie Avenue, from West Belmont Avenue to North Elston Avenue.

SECTION 33. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.41), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of February 7, 2007, at page 98128, with the following underscored text:

4-60-023 (35.41) On North Kimball Avenue, from West Cortland Street to West Dickens Avenue.

SECTION 34. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.46), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 8, 2008, at page 40073, with the following underscored text:

4-60-023 (35.46) On North Kimball Avenue, from West Belmont Avenue to the Chicago & Northwestern Railroad right-of-way.

SECTION 35. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.55), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of April 22, 2009, at page 58581, with the following underscored text:

4-60-023 (35.55) On North Kimball Avenue, from West Grace Street to West Addison Street.

SECTION 36. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF SECTIONS 4-60-022 AND 4-60-023 OF MUNICIPAL CODE BY REPLACEMENT OF VARIOUS SUBSECTIONS TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF VARIOUS PUBLIC WAYS WITHIN 47TH WARD.

[O2013-6299]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Ameya Pawar (which was referred on September 11, 2013), to amend Sections 4-60-022 and 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional alcoholic liquor and packaged goods licenses in portions of the 47th Ward, 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 September 25, 2013.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. The City Council finds that the areas described in Sections 2 through 4 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (47.63), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of March 9, 2011, at page 113727, with the following underscored text:

4-60-022 (47.63) On Western Avenue, from Berteau Avenue to Montrose Avenue.

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.16), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of April 13, 2011, at page 115370, with the following underscored text:

4-60-023 (47.16) On Damen Avenue, from Addison Street to Grace Street.

SECTION 4. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (47.52), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of May 4, 2011, at page 117715, with the following underscored text:

4-60-022 (47.52) On Ravenswood Avenue, from Berteau Avenue to Montrose Avenue.

SECTION 5. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.74), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of February 15, 2012, at page 20641, with the following underscored text:

4-60-023 (47.74) On Lawrence Avenue, from Rockwell Street to Western Avenue.

SECTION 6. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.61), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of May 9, 2012, at pages 26720 through 26722, with the following underscored text:

4-60-023 (47.61) On Western Avenue, from Grace Street to Irving Park Road.

SECTION 7. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (47.5), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of May 9, 2012, at pages 26705 and 26706, with the following underscored text:

4-60-022 (47.5) On Ashland Avenue, from Grace Street to Irving Park Road.

SECTION 8. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.22), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of May 9, 2012, at pages 26719 and 26720, with the following underscored text:

4-60-023 (47.22) On Damen Avenue, from Lawrence Avenue to Argyle Street.

SECTION 9. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.40), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of July 25, 2012, at pages 31359 and 31360, with the following underscored text:

4-60-023 (47.40) On Lincoln Avenue, from Irving Park Road to Berteau Avenue.

SECTION 10. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (47.34), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of July 25, 2012, at pages 31358 and 31359, with the following underscored text:

4-60-023 (47.34) On Lawrence Avenue, from Ashland Avenue to Ravenswood Avenue.

SECTION 11. This ordinance shall be in full force and effect from and after its passage and publication.

Re-Referred -- AMENDMENT OF SECTION 8-32-130 OF MUNICIPAL CODE TO FURTHER REGULATE LOADING AND UNLOADING OPERATIONS WITHIN RESIDENTIAL DISTRICTS OR NOISE SENSITIVE ZONES.

[O2013-5564]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Robert Fioretti (which was referred on July 24, 2013), to amend Chapter 8-32-130 of the Municipal Code of Chicago in regards to loading and unloading operations, begs leave to recommend that Your Honorable Body *Re-Refer* the ordinance which is transmitted herewith to the Committee on Health and Environmental Protection.

This recommendation was concurred in by a viva voce vote of the members of the committee on September 25, 2013.

Respectfully submitted,

(Signed) EMMA MITTS,
Chairman.

On motion of Alderman Mitts, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Health and Environmental Protection* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

AMENDMENT OF SECTION 9-64-206 OF MUNICIPAL CODE CONCERNING HOURS OF OPERATION, INSTALLATION AND/OR REMOVAL OF PARKING METERS WITHIN CERTAIN AREAS OF 28TH WARD.

[SO2013-6172]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance amending Section 9-64-206 of the Municipal Code of the City of Chicago, as pertains to parking meter hours of operation installation of parking meters on portions of West Fillmore Street and South Laflin Street and removal of meters on portions of West Madison Street, South Pulaski Road and South Wolcott Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 9-64-206 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

9-64-206 Parking Meters -- Hours Of Operation.

Notwithstanding any prior ordinance establishing different hours of operation, the hours of operation for a parking meter shall be as follows:

(Omitted text is unaffected by this ordinance.)

(c) Notwithstanding subsections (a) and (b), parking meters located on the following streets shall operate according to the following day- and night-time based categories:

(Omitted text is unaffected by this ordinance.)

(28) From 4:30 P.M. to 10:00 P.M., Monday through Friday, and from 8:00 A.M. to 10:00 P.M., on Saturday at:

28.1 1500 block of West Fillmore Street.

28.2 900 block of South Laflin Street.

(29) From 6:00 P.M. to 10:00 P.M., Monday through Friday, and from 8:00 A.M. to 10:00 P.M. on Saturday at:

29.1 1400 block of West Fillmore Street.

(Omitted text is unaffected by this ordinance.)

(f e) The time limits set forth above shall not replace any other more restrictive parking or standing restrictions and do not relieve a person from the duty to observe other and more restrictive provisions prohibiting or limiting the standing or parking of vehicles in specified places or at specified times.

SECTION 2. The Comptroller is directed to install parking meters at the following locations:

1400 and 1500 blocks of West Fillmore Avenue.

900 block of South Laflin Street.

SECTION 3. The Comptroller is directed to remove parking meters from the following locations:

3810 -- 3842 West Madison Street.

102 -- 122 South Pulaski Road.

103 -- 123 South Pulaski Road.

3813 -- 3855 West Madison Street.

4108 -- 4158 West Madison Street.

4109 -- 4155 West Madison Street.

113 -- 115 North Pulaski Road.

1302 -- 1326 South Wolcott Avenue.

1240 -- 1252 South Wolcott Avenue.

4208 -- 4250 West Madison Street.

SECTION 4. This ordinance shall be in full force and effect after its passage and approval.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES.

[SO2013-8367]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to establish and amend loading zones on portions of sundry streets, begs leave to

recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading/standing zones for the distances indicated, during the hours specified:

Establishment Of Loading/Standing Zones:

Ward	Location
1	1450 West Chicago Avenue -- distance of 20 feet -- no parking loading zone -- 12:00 P.M. to 2:00 A.M. -- all days;

Ward	Location
1	1471 North Milwaukee Avenue -- distance of 20 feet -- 15 minute standing/tow-away zone -- 10:00 A.M. to 10:00 P.M. -- Monday through Friday and 8:00 A.M to 10:00 P.M. -- Saturday and Sunday;
3	South Michigan Avenue (east side) from a point 152 feet north of East 13th Street to a point 20 feet north thereof -- 30 minute standing zone -- use flashing light -- 8:30 A.M. to 7:00 P.M. -- Monday through Friday (13-01078526);
3	East 16th Street (south side) from a point 20 feet east of South State Street to a point 20 feet east thereof -- 15 minute standing zone -- use flashing lights -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (13-01078507);
3	South State Street (west side) from a point 62 feet north of West 16th Street to a point 20 feet north thereof -- 15 minute standing zone -- use flashing lights -- 7:00 A.M. to 9:00 P.M. -- (13-01078550);
4	South Harper Avenue (east side) from a point 135 feet north of East 52nd Place to a point 60 feet north thereof -- no parking loading zone/tow-away zone -- at all times -- all days (13-01100905);
4	East 52nd Place (north side) from a point 90 feet east of South Harper Avenue to a point 70 feet east thereof -- no parking loading zone -- at all times -- all days (13-01100880);
4	South Harper Avenue (east side) from a point 20 feet north of East 52nd Place to a point 50 feet north thereof -- no parking loading zone/tow-away zone -- at all times -- all days (13-01100860);
7	8651 -- 8657 South Phillips Avenue (east side) from a point 20 feet north of East 87th Street to a point 54 feet north thereof -- 30 minute standing zone/tow-away zone -- 6:00 A.M. to 8:00 P.M. -- Monday through Friday -- use flashing lights (13-01429198);
20	South Cottage Grove Avenue (east side) from a point 132 feet north of East 65th Street to a point 20 feet north thereof -- 15 minute standing zone -- use flashing lights -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (12-01672268);
25	2050 West Cermak Road (north side) from a point 85 feet east of South Hoyne Avenue to a point 20 feet east thereof -- 15 minute standing zone -- use flashing lights -- 10:00 A.M. to 10:00 P.M. -- Sunday through Thursday and 10:00 A.M. to 1:00 A.M. -- Friday through Saturday (13-00978088);

Ward	Location
25	456 West 23rd Place -- distance 20 feet -- 15 minute loading zone -- must use flashing lights -- 7:00 A.M. to 7:00 P.M. -- all days;
25	1057 West Polk Street -- 15 minute loading zone -- distance of 20 feet -- use flashing lights -- 10:00 A.M. to 8:00 P.M. -- all days;
25	730 South Racine Avenue -- 15 minute loading zone -- distance 20 feet -- use flashing lights -- 9:00 A.M. to 8:00 P.M. -- all days;
27	160 North Halsted Street (west side) from a point 81 feet north of West Randolph Street to a point 20 feet north thereof -- 15 minute loading zone -- 4:00 A.M. to 3:00 P.M. -- all days (13-00982908);
27	220 North Ada Street (west side) from a point 65 feet north of West Lake Street to a point 20 feet north thereof -- 15 minute standing zone -- must use flashing lights -- 6:00 A.M. to 6:00 P.M. -- all days (13-01198735);
27	212 North Carpenter Street (west side) from a point 130 feet north of West Lake Street to a point 20 feet north thereof -- no parking loading zone -- 9:00 A.M. to 8:00 P.M. -- all days (13-01198722);
27	1166 West Grand Avenue, North Racine Avenue (east side) from a point 70 feet north of West Grand Avenue to a point 20 feet north thereof; and also on North Racine (east side) from a point 50 feet north of West Grand Avenue to a point 20 feet north thereof -- no parking loading zone -- 6:00 A.M. to 6:00 P.M. -- all days (13-00607840);
27	529 North Milwaukee Avenue (north side) from a point 16 feet south of North Green Street to a point 45 feet south thereof -- no parking loading zone -- 7:00 A.M. to 7:00 P.M. -- all days (13-00983295);
27	1312 -- 1320 West Lake Street (north side) from a point 114 feet west of North Elizabeth Street to a point 66 feet west thereof -- no parking loading zone -- 5:00 A.M. to 7:00 P.M. -- all days (13-0089730);
28	South Washtenaw Avenue (east side) from West Ogden Avenue to the first alley south thereof and South Washtenaw Avenue (east side) from a point 64 feet south of West Ogden Avenue to a point 144 feet south thereof -- disabled loading zone -- at all times -- all days (13-00983633);
32	West Dickens Avenue (south side) from a point 20 feet east of North Damen Avenue to a point 20 feet east thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (13-00984194);

Ward	Location
32	1749 North Elston Avenue: North Elston Avenue (east side) from a point approximately 170 feet north of West Willow Street to a point 20 feet north thereof and North Elston Avenue (east side) from a point 145 feet north of West Willow Street to a point 20 feet north thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 5:00 A.M. to 5:00 P.M.-- Monday through Friday (13-00194648);
35	3404 West Irving Park Road: West Irving Park Road (north side) from a point 40 feet west of North Kimball Avenue to a point 20 feet west thereof -- 15 minute loading zone -- use flashing lights -- tow-away zone after 15 minutes -- 7:30 A.M. to 8:00 P.M. -- Monday through Saturday (13-00923652);
35	3638 West Fullerton Avenue: West Fullerton Avenue (north side) from a point 53 feet west of North Monticello Avenue to a point 20 feet west thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 8:00 A.M. to 9:00 P.M. -- Monday through Sunday (13-00923604);
35	2451 North Milwaukee Avenue (east side) from a point 97 feet east of North Sacramento Avenue to a point 30 feet east thereof -- no parking loading zone/tow-away zone -- 11:00 A.M. to 11:00 P.M. -- Monday through Sunday (13-00927481);
42	North Wabash Avenue (west side) from a point 20 feet south of East Pearson Street to a point 50 feet south thereof -- shuttle bus loading zone (13-01152641);
44	2955 North Sheffield Avenue: North Sheffield Avenue (east side) from a point 30 feet south of West Wellington Avenue to a point 20 feet south thereof -- 15 minute standing zone/tow-away zone -- use flashing lights -- 7:00 A.M. to 11:00 P.M. -- all days (13-01203421);
44	949 -- 959 West Wellington Avenue: West Wellington Avenue (south side) from a point 20 feet east of North Sheffield Avenue to a point 30 feet east thereof -- 15 minute standing zone/tow-away zone -- use flashing lights -- 7:00 A.M. to 11:00 P.M. -- all days (13-01203529);
45	4217 North Milwaukee Avenue: North Milwaukee Avenue (east side) from a point 154 feet north of West Berteau Avenue to a point 20 feet north thereof -- 30 minute standing zone -- use flashing lights -- tow-away zone after 30 minutes -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday and 8:00 A.M. to 6:00 P.M. -- Saturdays (13-01008494);
45	3824 North Lamon Avenue: North Lamon Avenue (west side) from a point 60 feet south of West Berenice Avenue to a point 40 feet south thereof -- 15 minute standing zone -- use flashing lights -- tow-away zone after 15 minutes -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday (13-00612104);

Ward	Location
45	North Northwest Highway (west side) from a point 145 feet west of North Austin Avenue to a point 35 feet west thereof -- no parking loading zone/tow-away zone -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday -- tow-away zone (12-00198629).

Amendment Of Loading/Standing Zones:

Ward	Location
1	Amend ordinance establishing a loading zone passed on February 15, 2012 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 20648) which reads: "North Wolcott Avenue (west side) from a point 30 feet north of West Race Avenue to a point 25 feet north thereof -- no parking loading zone -- 6:30 A.M. to 7:00 P.M. -- Monday through Friday -- tow-away zone" by striking: "25 feet" and inserting in lieu thereof: "50 feet" (11-04159249);
25	551 West 18th Street: amend ordinance passed October 16, 2003 which reads: "South Canalport Avenue (north side) from a point 65 feet west of South Clinton Street to a point 48 feet west thereof" by striking: "48 feet west" and inserting in lieu thereof: "20 feet west -- 30 minute loading zone -- use flashing lights -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday" (13-00707512);
27	800 West Fulton Street: amend ordinance passed June 28, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 79315) which reads: "West Fulton Market (north side) from a point 20 feet west of North Halsted Street to a point 80 feet west thereof -- 30 minute standing zone -- use flashing lights -- 5:00 A.M. to 5:00 P.M. -- Monday through Saturday" by striking: "5:00 A.M. to 5:00 P.M. -- Monday through Saturday" and inserting in lieu thereof: "at all times -- all days" (13-00607819);
27	Amend ordinance passed September 9, 2009 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 70609) which reads: "West Chicago Avenue (north side) from a point 98 feet west of North Wells Street to a point 25 feet west thereof -- no parking loading zone -- 9:00 A.M. to 4:00 P.M. and 6:00 P.M. to 7:00 P.M. -- Monday through Friday and 9:00 A.M. to 7:00 P.M. -- Saturdays" by striking: "9:00 A.M. to 4:00 P.M. and 6:00 P.M. to 7:00 P.M. -- Monday through Friday and 9:00 A.M. to 7:00 P.M. -- Saturdays" and inserting in lieu thereof: "9:00 A.M. to 8:00 P.M. -- all days" (13-00982847);

Ward	Location
27	813 West Fulton Street: amend ordinance passed May 4, 2011 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 117748) which reads: "West Fulton Street (south side) from a point 126 feet west of North Halsted Street to a point 101 feet west thereof" by striking the above and inserting in lieu thereof: "West Fulton Street (south side) from a point 24 feet east of North Green Street to a point 20 feet east thereof; and also West Fulton Street (south side) from a point 101 feet east of North Green Street to a point 20 feet east thereof -- no parking loading zone/tow-away zone -- at all times -- all days" (12-02000580);
27	448 North Union Avenue: amend ordinance passed July 7, 2011 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 3050) which reads: "North Union Avenue (west side) from a point 15 feet north of North Milwaukee Avenue to a point 41 feet north thereof -- no parking loading zone -- 6:00 A.M. to 2:00 A.M. -- all days" by striking: "41 feet north" and inserting in lieu thereof: "35 feet north" (13-00983182);
27	1200 West Hubbard Street: amend ordinance passed December 5, 2008 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 43717) which reads: "West Hubbard Street (north side) from a point 20 feet west of North Racine Avenue to a point 59 feet west thereof" by striking: "no parking loading zone -- 7:00 A.M. to 3:00 P.M. -- Monday through Saturday" and inserting in lieu thereof: "7:00 A.M. to 12:00 A.M. -- all days" (13-01198705);
27	753 North Ashland Avenue: amend ordinance passed December 15, 1993 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 43977) which reads: "North Ashland Avenue (east side) from a point 172 feet north of West Superior Street to a point 25 feet north thereof" by striking: "25 feet north" and inserting in lieu thereof: "20 feet -- no parking loading zone" (13-01198765);
27	2737 West Fulton Street: repeal ordinance passed February 9, 2011 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 112274) which reads: "West Fulton Street (south side) from a point 54 feet west of North Fairfield Avenue to a point 73 feet west thereof -- no parking loading zone -- 5:00 A.M. to 6:00 P.M. -- Monday through Friday" by striking all of the above (13-01198773);
31	West Fullerton Avenue and North Lavergne Avenue: repeal ordinance passed November 2, 2011 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 11905) which reads: "West Fullerton Avenue (north side) from a point 175 feet east of North Lavergne Avenue to a point 55 feet east thereof -- no parking loading zone/tow-away zone -- 7:30 A.M. to 5:00 P.M. -- Monday through Friday" by striking the above (13-01100730);
34	545 West 119th Street: repeal ordinance passed September 11, 1996 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 28286) which reads: "West 119th Street (south side) from a point 92 feet east of South Wallace Street to a point 50 feet east thereof -- 15 minute standing zone/tow-away zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday" by striking the above (13-01201174);

Ward	Location
38	Amend ordinance passed May 5, 2002 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 84293) which reads: "West Irving Park Road (south side) from a point 20 feet east of North Austin Avenue to a point 35 feet east thereof -- no parking loading zone/tow-away zone -- 7:00 A.M. to 9:00 P.M." by striking: "to a point 35 feet east thereof" and inserting in lieu thereof: "to a point 20 feet east thereof" (12-02036380);
39	Amend ordinance passed July 6, 2011 (*Journal of the Proceedings of the City Council of the City of Chicago,* page 3065) which reads: "West Bryn Mawr Avenue (north side) from a point 60 feet west of North Christiana Avenue to a point 45 feet west thereof -- 15 minute standing zone -- use flashing lights -- 7:00 A.M. to 6:30 P.M. -- Monday through Friday -- tow-away zone" by striking: "from a point 60 feet west of North Christiana Avenue to a point 45 feet west thereof" and inserting in lieu thereof: "from a point 80 feet west of North Christiana Avenue to a point 25 feet west thereof" (13-00377268);
41	6717 North Olmsted Avenue: amend ordinance passed December 15, 1993 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 43980) which reads: "North Olmsted Avenue (northeast/south) from a point 50 feet south of North Oshkosh Avenue to a point 110 feet south thereof -- no parking loading zone -- 11:00 A.M. to 2:00 A.M. -- tow-away zone" by striking the above and inserting in lieu thereof: "North Olmsted Avenue (north side) from a point 50 feet east of North Oshkosh Avenue to a point 60 feet east thereof -- no parking loading zone/tow-away zone -- 11:00 A.M. to 2:00 A.M. -- all days" (13-01187382);
42	Amend ordinance passed March 9, 1995 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 66185) which reads: "East Walton Place (south side) from a point 149 feet west of North Mies Van Der Rohe Way to a point 89 feet west thereof" by striking the above and inserting in lieu thereof: "East Walton Place (south side) from a point 19 feet west of North Mies Van Der Rohe Way to a point 34 feet west thereof -- no parking loading zone" (12-01970324);
42	Amend ordinance passed April 15, 1995 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 67586) which reads: "West Hubbard Street (south side) from a point 115 feet west of North Clark Street to a point 20 feet west thereof -- no parking loading zone -- 5:00 P.M. to 11:00 P.M." by striking the above and inserting in lieu thereof: "West Hubbard Street (south side) from a point 180 feet east of North LaSalle Boulevard to a point 20 feet east thereof -- 15 minute loading zone -- use flashing lights -- 5:00 P.M. to 11:00 A.M. -- all days" (12-01960132);
44	West Surf Street (north side) from a point 20 feet west of North Commonwealth Avenue to a point 25 feet west thereof: repeal ordinance passed April 29, 1992 (*Journal of the Proceedings of the City Council of the City of Chicago,* page 15389) which reads: "West Surf Street (north side) from a point 20 feet west of North Commonwealth Avenue to a point 25 feet west thereof -- no parking loading zone/tow-away zone -- at all times -- all days" by striking the above (13-01205281);

Ward	Location
47	Amend ordinance passed December 12, 2007 (*Journal of the Proceedings of the City Council of the City of Chicago,* page 17529) which reads: "North Lincoln Avenue (east side) from a point 275 feet south of West Argyle Street to a point 42 feet south thereof -- no parking loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday -- tow-away zone" by striking: "from a point 275 feet south of West Argyle Street to a point 42 feet south thereof" and inserting in lieu thereof: "from a point 297 feet south of West Argyle Street to a point 20 feet south thereof" (12-02037584);
49	6971 North Sheridan Road: amend ordinance passed May 4, 2011 (*Journal of the Proceedings of the City Council of the City of Chicago,* page 117749) which reads: "North Sheridan Road (east side) from a point 95 feet south of West Lunt Avenue to a point 25 feet south thereof" by striking: "25 feet" and inserting in lieu thereof "20 feet -- no parking loading zone/tow-away zone -- 11:00 A.M. to 4:00 P.M. and 6:00 P.M. to 7:00 P.M. -- Monday through Saturday" (13-00429402).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF VEHICULAR TRAFFIC MOVEMENT.

[SO2013-8361]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish single direction of vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. Pursuant to Title 9, Chapter 20, 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 ways between the limits indicated:

Ward	Location
4	West 38th Street, from South Ellis Avenue to South Cottage Grove Avenue -- single direction -- westerly (13-01196579);
4	East 52nd Place, from South Harper Avenue to private street -- single direction -- westerly (13-00777634).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION OF PARKING METERS ON PORTION OF W. ONTARIO ST.

[SO2013-8362]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to establish parking meters on portion of West Ontario Street, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. 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 a parking meter area, as follows:

Ward	Location
42	Parking Meters: West Ontario Street (south side), from North Wells Street to North Franklin Street.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.
[SO2013-8366]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred 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 ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. 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 way, as indicated:

Establishment Of Disabled Permit Parking:

Ward	Location And Permit Number
1	2322 North Rockwell Street -- Disabled Parking Permit Number 89399;
2	2849 West Warren Boulevard -- Disabled Parking Permit Number 83605;
3	3927 South Indiana Avenue -- Disabled Parking Permit Number 83860;
4	635 East 49th Street -- Disabled Parking Permit Number 89507;
5	1304 East 71st Place -- Disabled Parking Permit Number 75366;
5	7127 South East End Avenue -- Disabled Parking Permit Number 81435;
6	23 East 73rd Street -- Disabled Parking Permit Number 90374;
8	1537 East 86th Street -- Disabled Parking Permit Number 90481;
8	8451 South Drexel Avenue -- Disabled Parking Permit Number 91651;
8	7748 South Drexel Avenue -- Disabled Parking Permit Number 90483;
8	8951 South Clyde Avenue -- Disabled Parking Permit Number 91680;
8	1316 East 93rd Street -- Disabled Parking Permit Number 91886;
8	1427 East 92nd Street -- Disabled Parking Permit Number 91887;
8	8723 South Cregier Avenue -- Disabled Parking Permit Number 91619;
9	12411 South Yale Avenue -- Disabled Parking Permit Number 83065;

Ward	Location And Permit Number
9	12610 South Michigan Avenue -- Disabled Parking Permit Number 83059;
9	21 East 120th Place -- Disabled Parking Permit Number 83080;
9	10210 South Michigan Avenue -- Disabled Parking Permit Number 81662;
9	10050 South Perry Avenue -- Disabled Parking Permit Number 81229;
9	10714 South Prairie Avenue -- Disabled Parking Permit Number 84787;
10	2911 East 97th Street -- Disabled Parking Permit Number 90337;
10	8326 South Brandon Avenue -- Disabled Parking Permit Number 82044;
11	3718 South Union Avenue -- Disabled Parking Permit Number 91006;
11	3132 South Princeton Avenue -- Disabled Parking Permit Number 91066;
11	2942 South Emerald Avenue -- Disabled Parking Permit Number 91005;
11	1240 West 31st Place -- Disabled Parking Permit Number 91004;
11	3724 South Parnell Avenue -- Disabled Parking Permit Number 84482;
12	3432 South Oakley Avenue -- Disabled Parking Permit Number 91070;
12	2630 West 25th Street -- Disabled Parking Permit Number 91024;
12	3509 South Mozart Street -- Disabled Parking Permit Number 90940;
12	2514 West 45th Street -- Disabled Parking Permit Number 84600;
13	3625 West 66th Place -- Disabled Parking Permit Number 91502;
13	6216 South Nagle Avenue -- Disabled Parking Permit Number 90571;
13	6505 South Kilbourn Avenue -- Disabled Parking Permit Number 90393;
13	5734 South Meade Avenue -- Disabled Parking Permit Number 91915;
13	3918 West 56th Place -- Disabled Parking Permit Number 91498;

Ward	Location And Permit Number
13	3840 West 60th Place -- Disabled Parking Permit Number 89665;
14	5154 South Francisco Avenue -- Disabled Parking Permit Number 89440;
14	5219 South Parkside Avenue -- Disabled Parking Permit Number 90581;
14	5335 South Washtenaw Avenue -- Disabled Parking Permit Number 89443;
15	6324 South Campbell Avenue -- Disabled Parking Permit Number 91285;
15	6013 South Campbell Avenue -- Disabled Parking Permit Number 91281;
15	5656 South Paulina Street -- Disabled Parking Permit Number 91286;
15	6110 South Campbell Avenue --, Disabled Parking Permit Number 91292;
16	5237 South Racine Avenue -- Disabled Parking Permit Number 79505;
16	5649 South Ada Street -- Disabled Parking Permit Number 89695;
18	8527 South Wolcott Avenue -- Disabled Parking Permit Number 81726;
18	7225 South Christiana Avenue -- Disabled Parking Permit Number 78709;
18	8455 South Seeley Avenue -- Disabled Parking Permit Number 81727;
18	8428 South Seeley Avenue -- Disabled Parking Permit Number 80335;
18	2641 West 84th Street -- Disabled Parking Permit Number 75577;
19	10303 South Trumbull Avenue -- Disabled Parking Permit Number 74381;
20	6150 South Rhodes Avenue -- Disabled Parking Permit Number 82732;
20	6544 South Ellis Avenue -- Disabled Parking Permit Number 75120;
20	6120 South University Avenue -- Disabled Parking Permit Number 80585;
20	4508 South Hermitage Avenue -- Disabled Parking Permit Number 82137;
20	6154 South Ingleside Avenue -- Disabled Parking Permit Number 79586;

Ward	Location And Permit Number
20	5813 South Union Avenue -- Disabled Parking Permit Number 89485;
21	8231 South LaSalle Street -- Disabled Parking Permit Number 81795;
21	9359 South Stewart Avenue -- Disabled Parking Permit Number 83997;
21	706 West 82nd Street -- Disabled Parking Permit Number 63550;
21	9215 South Ada Street -- Disabled Parking Permit Number 71084;
21	8015 South Wood Street -- Disabled Parking Permit Number 82419;
23	5734 South Meade Avenue -- Disabled Parking Permit Number 91915;
23	5161 South Tripp Avenue -- Disabled Parking Permit Number 91923;
25	2320 West 25th Street -- Disabled Parking Permit Number 90322;
25	1943 West 21st Place -- Disabled Parking Permit Number 83430;
25	1722 West 17th Street -- Disabled Parking Permit Number 37143;
25	1734 West 17th Street -- Disabled Parking Permit Number 83951;
25	1936 South May Street -- Disabled Parking Permit Number 90302;
25	1659 West 17th Street -- Disabled Parking Permit Number 90034;
26	2049 North St. Louis Avenue -- Disabled Parking Permit Number 75433;
26	1046 North Spaulding Avenue -- Disabled Parking Permit Number 75440;
26	3404 West Lyndale Street -- Disabled Parking Permit Number 79264;
26	2717 West Evergreen Avenue -- Disabled Parking Permit Number 89838;
26	818 North Rockwell Street -- Disabled Parking Permit Number 83946;
26	1651 North Sawyer Avenue -- Disabled Parking Permit Number 82605;
26	3454 West LeMoyne Street -- Disabled Parking Permit Number 79265;

Ward	Location And Permit Number
26	3233 West Hirsch Street -- Disabled Parking Permit Number 80856;
27	834 North Monticello Avenue -- Disabled Parking Permit Number 91597;
27	1160 North Cambridge Avenue -- Disabled Parking Permit Number 83938;
29	2646 North Mobile Avenue -- Disabled Parking Permit Number 84359;
29	234 North Menard Avenue -- Disabled Parking Permit Number 84347;
30	3748 West Addison Street -- Disabled Parking Permit Number 90361;
30	4127 West Cornelia Avenue -- Disabled Parking Permit Number 89898;
32	2324 West Rice Street -- Disabled Parking Permit Number 91225;
34	521 West 117th Street -- Disabled Parking Permit Number 90459;
34	9757 South Halsted Street -- Disabled Parking Permit Number 91479;
34	11736 South Peoria Street -- Disabled Parking Permit Number 90453;
34	10734 South Beverly Avenue -- Disabled Parking Permit Number 90452;
34	10336 South Green Street -- Disabled Parking Permit Number 91489;
34	9956 South Union Avenue -- Disabled Parking Permit Number 90461;
34	11808 South Justine Street -- Disabled Parking Permit Number 83704;
34	11437 South Lowe Avenue -- Disabled Parking Permit Number 91488;
34	10350 South State Street -- Disabled Parking Permit Number 83703;
35	2836 North Christiana Avenue -- Disabled Parking Permit Number 90917;
35	3750 North St. Louis Avenue -- Disabled Parking Permit Number 90904
37	5537 West Crystal Street -- Disabled Parking Permit Number 90009;
38	6041 West Dakin Street -- Disabled Parking Permit Number 90971;

Ward	Location And Permit Number
40	3223 West Olive Avenue -- Disabled Parking Permit Number 90806;
40	2553 West Summerdale Avenue -- Disabled Parking Permit Number 91373;
45	5350 West Winona Street -- Disabled Parking Permit Number 83202;
45	4826 West Byron Street -- Disabled Parking Permit Number 91217;
46	655 West Grace Street -- Disabled Parking Permit Number 90118;
46	4507 North Beacon Street -- Disabled Parking Permit Number 90145;
46	4250 North Marine Drive -- Disabled Parking Permit Number 91214;
48	5225 North Kenmore Avenue -- Disabled Parking Permit Number 82518;
49	1361 North Greenleaf Avenue -- Disabled Parking Permit Number 77101;
49	1223 West Lunt Avenue -- Disabled Parking Permit Number 72624;
49	1518 West Chase Avenue -- Disabled Parking Permit Number 7082;
49	7241 North Claremont Avenue -- Disabled Parking Permit Number 48341;
49	1941 West Touhy Avenue -- Disabled Parking Permit Number 84856;
49	7524 North Winchester Avenue -- Disabled Parking Permit Number 64210;
50	3030 West Hood Avenue -- Disabled Parking Permit Number 91419;
50	2740 West Arthur Avenue -- Disabled Parking Permit Number 90641;
50	6415 North Maplewood Avenue -- Disabled Parking Permit Number 90650;
50	6244 North Richmond Street -- Disabled Parking Permit Number 92209.

Amendment Of Disabled Permit Parking:

Ward	Location And Permit Number
1	Repeal Disabled Parking Permit Number 47614 located at 937 North Honore Street;

Ward	Location And Permit Number
6	Repeal Disabled Parking Permit Number 25796 located at 7332 South St. Lawrence Avenue;
6	Repeal Disabled Parking Permit Number 40557 located at 8642 South Vernon Avenue;
8	Repeal Disabled Parking Permit Number 79354 located at 8247 South Merrill Avenue;
8	Repeal Disabled Parking Permit Number 45743 located at 8845 South Ridgeland Avenue;
9	Repeal Disabled Parking Permit Number 55399 located at 12545 South Lowe Avenue;
9	Repeal Disabled Parking Permit Number 54747 located at 10046 South Prairie Avenue;
9	Repeal Disabled Parking Permit Number 65530 located at 12549 South Lowe Avenue;
10	Repeal Disabled Parking Permit Number 81417 located at 11236 South Ewing Avenue;
10	Repeal Disabled Parking Permit Number 53180 located at 9719 South Avenue M;
11	Repeal Disabled Parking Permit Number 38366 located at 2612 South Lowe Avenue;
11	Repeal Disabled Parking Permit Number 38366 located at 3339 South Wallace Street;
11	Repeal Disabled Parking Permit Number 38367 located at 3008 South Lowe Avenue;
12	Repeal Disabled Parking Permit Number 38208 located at 2423 West Pershing Road;
14	Repeal Disabled Parking Permit Number 11352 located at 4402 South Mozart Street;
14	Repeal Disabled Parking Permit Number 25178 located at 5150 South Francisco Avenue;

Ward	Location And Permit Number
16	Repeal Disabled Parking Permit Number 55277 located at 4950 South Damen Avenue;
23	Repeal Disabled Parking Permit Number 9138 located at 5254 South Millard Avenue;
23	Repeal Disabled Parking Permit Number 12312 located at 4950 South Kostner Avenue;
23	Repeal Disabled Parking Permit Number 19056 located at 4542 South Keating Avenue;
23	Repeal Disabled Parking Permit Number 19757 located at 4516 South Lemington Avenue;
23	Repeal Disabled Parking Permit Number 75190 located at 5816 South Oak Park Avenue;
23	Repeal Disabled Parking Permit Number 33041 located at 6230 South Natoma Avenue;
23	Repeal Disabled Parking Permit Number 48519 located at 4947 South Laporte Avenue;
23	Repeal Disabled Parking Permit Number 58874 located at 4605 South Kilpatrick Avenue;
23	Repeal Disabled Parking Permit Number 64154 located at 5737 South Mason Avenue;
23	Repeal Disabled Parking Permit Number 67779 located at 5001 South Kilpatrick Avenue;
23	Repeal Disabled Parking Permit Number 68791 located at 4615 South Leamington Avenue;
23	Repeal Disabled Parking Permit Number 75190 located at 5816 South Oak Park Avenue;
23	Repeal Disabled Parking Permit Number 77064 located at 4740 South Lamon Avenue;
23	Repeal Disabled Parking Permit Number 77771 located at 5034 South Kolin Avenue;

Ward	Location And Permit Number
23	Repeal Disabled Parking Permit Number 77807 located at 4949 South Kolin Avenue;
24	Repeal Disabled Parking Permit Number 47535 located at 4130 South Lavergne Avenue;
30	Repeal Disabled Parking Permit Number 47567 located at 4104 West Cornelia Avenue;
31	Repeal Disabled Parking Permit Number 64822 located at 5118 West George Street;
31	Repeal Disabled Parking Permit Number 65316 located at 2954 North Kostner Avenue;
31	Repeal Disabled Parking Permit Number 72734 located at 4935 West Wolfram Street;
31	Amend by striking: "Removal of Disabled Parking Permit Number 45465", passed June 26, 2013 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 56565) and inserting in lieu of: "Installation of Disabled Parking Permit Number 45465 at 5138 West Nelson Street" (signs already posted);
32	Repeal Disabled Parking Permit Number 57721 located at 2016 West Webster Avenue;
35	Repeal Disabled Parking Permit Number 37583 located at 3009 North Whipple Street;
38	Repeal Disabled Parking Permit Number 12373 located at 3908 North Newland Avenue;
39	Repeal Disabled Parking Permit Number 52541 located at 3405 West Carmen Avenue;
39	Repeal Disabled Parking Permit Number 55485 located at 4626 North Kasson Avenue;
39	Repeal Disabled Parking Permit Number 68129 located at 4909 North St. Louis Avenue;
39	Repeal Disabled Parking Permit Number 76063 located at 4860 North Ridgeway Avenue;
39	Repeal Disabled Parking Permit Number 74549 located at 5706 North St. Louis Avenue;

Ward	Location And Permit Number
40	Repeal Disabled Parking Permit Number 12641 located at 1920 West Norwood Avenue;
40	Repeal Disabled Parking Permit Number 66903 located at 2938 West Summerdale Avenue;
40	Repeal Disabled Parking Permit Number 79833 located at 6023 North Artesian Avenue;
45	Repeal Disabled Parking Permit Number 83826 located at 3833 North Kenneth Avenue;
45	Repeal Disabled Parking Permit Number 35290 located at 5427 West Carmen Avenue;
45	Repeal Disabled Parking Permit Number 84070 located at 5514 North Marmora Avenue;
48	Repeal Disabled Parking Permit Number 30145 located at 5515 North Wayne Avenue;
48	Repeal Disabled Parking Permit Number 54681 located at 1334 West Elmdale Avenue;
49	Repeal Disabled Parking Permit Number 77097 located at 7739 North Eastlake Terrace;
49	Repeal Disabled Parking Permit Number 79069 located at 1327 West Fargo Avenue;
50	Repeal Disabled Parking Permit Number 63531 located at 2259 West Rosemont Avenue;
50	Repeal Disabled Parking Permit Number 83528 located at 2624 West Estes Avenue;
50	Repeal Disabled Parking Permit Number 080217 located at 6239 North Lawndale Avenue;
50	Repeal Disabled Parking Permit Number 73515 located at 6305 North Talman Avenue;
50	Repeal Disabled Parking Permit Number 79820 located at 6327 North Albany Avenue.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING LIMITATION DURING SPECIFIED HOURS.

[SO2013-8369]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and order to restrict the parking of vehicles on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public way, in the areas indicated during the hours specified:

Establishment Of Parking Limitation During Specified Hours:

Ward	Location
23	South Natchez Avenue -- amend the ordinance previously passed on November 5, 2008 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 43740) which established parking prohibition during specified hours -- 7:00 A.M. to 8:00 A.M. on South Natchez Avenue, from South Archer in Avenue to the first alley south thereof (both sides) by striking: "(both sides)" and inserting in line thereof: "(west side) only";
23	Peck School, 3826 West 58th Street -- on West 57th Place between South Springfield Avenue and South Hamlin Avenue (both sides), on South Hamlin Avenue between West 57th Place and West 58th Street (west side) only and on South Springfield Avenue between West 57th Place and West 58th Street (east side) only -- no parking except school personnel on school days -- 7:30 A.M. to 4:30 P.M.

Amendment Of Parking Limitation During Specified Hours:

Ward	Location
25	2400 -- 2600 South Blue Island Avenue -- amend no truck parking, by striking: "at all times" and inserting in lieu thereof: "no overnight truck parking over 16,000 lbs from 5:00 P.M. to 6:00 A.M. -- all days" (13-00906964).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

DESIGNATION AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2013-8368]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to establish and amend residential permit parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. 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:

Establishment Of Residential Permit Parking Zones:

Ward	Location
12	3500 block of West 38th Street (south side) -- residential permit parking zone -- at all times -- all days. Not recommended. Per ordinance requires 85 percent occupied, was only 0 percent;
13	West 60th Street (north side) from South Knox Avenue to South Keating Avenue -- Residential Permit Parking Zone 18 and Zone 1720 -- at all times -- all days;
14	West 52nd Street (south side) from South Lockwood Avenue to the first alley east thereof -- Residential Permit Parking Zone 1467 -- at all times -- all days;
20	6500 block of South Wentworth Avenue (east side) between 6545 and 6557 -- residential permit parking zone -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
23	6200 block of South Keeler Avenue, from West 62nd Street to West 63rd Street (both sides) -- residential permit parking zone -- at all times -- all days;
25	2200 -- 2300 South Stewart Avenue (south of West Cermak Road and north of South Archer Avenue) residential permit parking zone -- at all times -- all days;
35	2500 block of North Francisco Avenue (both sides) beginning with 2500 -- 2543 North Francisco Avenue (between West Altgeld Street and West Logan Boulevard) residential permit parking zone -- at all times -- all days;
35	2139 -- 2168 North Richmond Street -- residential permit parking zone at 2139 -- 2168 North Richmond Street.

Amendment Of Residential Permit Parking Zones:

Ward	Location
1	Repeal Buffer Zone Residential Permit Parking Zone 204 for 1611 -- 1627 West Division Street (odd side);

Ward	Location
1	Amend Residential Permit Parking Zone 102 located in the 1900 block of North Wilmot Avenue to include 1954 North Wilmot Avenue;
3	Repeal Residential Permit Parking Zone 1674 by striking therefrom the following: "1500 to 1598 South State Street and 1501 -- 1599 South State Street";
8	Repeal Residential Permit Parking Zone 1506 by striking therefrom the following: "8100 block of South Harper Avenue (both sides)";
13	Amend Residential Permit Parking Zone 1730 by striking therefrom the following: "(south side) of the street, from South Kilbourn Avenue to South Kolmar Avenue" and inserting in lieu thereof: "South Kilbourn Avenue to South Kolmar Avenue -- Residential Permit Parking Zone 345";
13	Amend Residential Permit Parking Zone 1718 by striking: "at 5600 block of South Merrimac Avenue -- 8:00 A.M. to 5:00 P.M. -- all days" and inserting in lieu thereof: "5600 block of South Merrimac Avenue -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday";
13	Repeal residential permit parking zone by striking therefrom the following: "West 58th Street (north side) from South Kenton Avenue east to the alley -- Residential Permit Parking Zone 1726";
14	Amend existing Residential Permit Parking Zone 4 by striking therefrom the following: "5300 block of South Keating Avenue";
17	8000 block of South Perry Avenue -- amend residential permit parking zone to read: "no parking -- 6:00 A.M. to 7:00 P.M. -- Monday through Friday, excluding weekends and holidays";
19	Repeal Residential Permit Parking Zone 263 located at 10156 South Oakley Avenue;
25	Amend ordinance by striking: "Residential Permit Parking Zone 109" and inserting in lieu thereof: "Zone 1331 at 800 -- 898 West College Parkway (north side); 801 -- 899 West College Parkway (south side); and 900 -- 998 West College Parkway (north side); and 901 -- 999 West College Parkway (south side)";
25	Amend ordinance which reads: "1800 -- 1858 West 17th Street -- Zone 1136 and 1803 -- 1859 West 17th Street -- Zone 1136" by striking: "Zone 1136" and adding: "Zone 816" in lieu thereof;

Ward	Location
28	2601 -- 2699 West 15th Place -- amend ordinance by striking: "West 15th Place (south side, from 2601 to 2699)" and inserting in lieu thereof: "(north side) only";
30	2902 -- 2986 North Ridgeway Avenue (both sides) -- amend Residential Permit Parking Zone 141 on North Ridgeway Avenue by striking: "(east side)" and by striking address range: "2925 -- 2931 North Ridgeway Avenue" and inserting in lieu thereof: "extend the address range from 2902 -- 2986 North Ridgeway Avenue (both sides)";
30	Amend Residential Permit Parking 1590 on North Springfield Avenue (both sides) from West Barry Avenue to West Belmont Avenue, by adding the address range of: "3940 -- 3979 West Barry Avenue -- Residential Permit Parking Zone 1590";
40	Amend residential permit parking zone on North Washtenaw Avenue, from West Balmoral Avenue to West Berwyn Avenue (both sides) by striking: "5:00 A.M. -- all days" and inserting in lieu thereof: "Residential Permit Parking Zone 720 -- 1:00 P.M. -- all days";
41	Amend Residential Permit Parking Zone 41 to include North Odell Avenue, between West Catalpa Avenue and West Gregory Street -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday;
44	Amend ordinance passed January 17, 2013 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 45361) for Residential Permit Parking Zone 383 on the 900 block of West Wellington Avenue (south side) only, North Mildred Avenue to North Halsted Street, by striking: "900 West Wellington Avenue" and inserting in lieu thereof: "800 West Wellington Avenue".

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES.

[SO2013-8363]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred 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 ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. 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:

Establishment Of Traffic Lane Tow-Away Zone.

Ward	Location
44	West Surf Street (both sides) from North Sheridan Road to North Commonwealth Avenue -- no parking tow-away zone -- at all times -- all days (13-01008311).

Amendment Of Traffic Lane Tow-Away Zone.

38 North Meade Avenue (west side) from West Irving Park Road to the first alley south thereof (93-1386) -- repeal ordinance passed February 9, 1994 (*Journal of the Proceedings of the City Council of the City of Chicago,* page 45271) which reads: "North Meade Avenue (west side) from West Irving Park Road to the first alley south thereof -- no parking tow-away zone" by striking the above (13-01201184).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF VEHICLE WEIGHT LIMITATION ON SPECIFIED STREETS.
[SO2013-8360]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish the allowable weight limit for trucks and commercial vehicles on portions of designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purpose of delivering or picking up material or merchandise) shall be as follows:

Ward	Location
28	600 to 1300 South Oakley Avenue -- five ton weight limitation;
28	2064 to 2399 West Polk Street -- five ton weight limitation;
28	2200 to 2399 West Taylor Street -- five ton weight limitation.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION OF TRAFFIC WARNING SIGNS.

[SOr2013-638]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to erect traffic warning signs, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute order submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said order as passed:

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
4	East 52nd Place and South Harper Avenue -- "Stop" sign, stopping East 52nd Place for South Harper Avenue (13-00777648);

Ward	Location
10	South Avenue J and East 118th Street -- "Stop" sign, stopping South Avenue J for East 118th Street (13-01196769);
13	West 61st Street and South Moody Avenue -- "Three-Way Stop" sign, stopping all northbound traffic on South Moody Avenue and east- and westbound traffic on West 61st Street;
13	West 57th Street and South Narragansett Avenue -- "Stop" sign, stopping north- and southbound traffic on South Narragansett Avenue ;
13	West 62nd Street and South Moody Avenue -- "Three-Way Stop" sign, stopping northbound traffic on South Moody Avenue and east-and westbound traffic on West 62nd Street;
20	South Prairie Avenue and East 56th Street -- "All-Way Stop" sign, stopping all approaches (13-00362971);
20	South Bishop Street and West 49th Street -- "All-Way Stop" sign, stopping all approaches (13-00362996);
20	East 55th Place and South Prairie Avenue -- "Stop" sign, stopping East 55th Place for South Prairie Avenue (13-00363011);
27	West Madison Street and North Hoyne Avenue -- "All-Way Stop" sign, stopping all approaches. CDOT does not recommend "Stop" signs on major streets because they increase the frequency of rear-end collisions (13-00707732);
28	West 15th Street and South Rockwell Street -- "All-Way Stop" sign, stopping all approaches (13-00983486);
35	North Lawndale Avenue and West Agatite Avenue -- "All-Way Stop" sign, stopping all approaches (13-01100829);
36	North New England Avenue and West Roscoe Street --"All-Way Stop" sign, stopping all approaches (13-00984275).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION OF "ONE-HOUR PARKING" SIGNS ON PORTION OF W. WILSON AVE.
[SO2013-8364]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to install one-hour parking limitation on portion of West Wilson Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 Transportation is hereby authorized and directed to install "One-Hour Parking" restriction sign at the below listed location:

Ward	Location
47	1750 West Wilson Avenue: West Wilson Avenue (north side) from a point 60 feet west of North Hermitage Avenue to a point 100 feet west thereof -- limited "One-Hour Parking -- 8:00 A.M. to 10:00 P.M. -- Monday through Saturday" (13-01008586).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION OF "TWO-HOUR PARKING" SIGNS ON PORTIONS OF W. 70TH ST.

[SO2013-8371]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to install two-hour parking limitation on portion of West 70th Street, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 Transportation is hereby authorized and directed to install "Two-Hour Parking" restriction signs at the below listed location:

Ward	Location
13	3945 -- 3959 West 70th Street along the angled parking spaces -- "Two-Hour Parking".

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

REPEAL OF "RESERVED DISABLED PARKING" SIGNS ON PORTIONS OF W. WILSON AVE.

[SO2013-8365]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to allow reserved disabled parking on portions of West Wilson Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 Transportation is hereby authorized and directed to repeal "Reserved Disabled Parking" signs at the below listed location:

Ward	Location
47	1746 -- 1760 West Wilson Avenue: repeal ordinance passed September 9, 2009 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 70621) which reads: "West Wilson Avenue (north side) from a point 40 feet west of North Hermitage Avenue to a point 20 feet west thereof -- Reserved Disabled Parking -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday -- tow-away zone -- 2 percent disabled" by striking the above (13-01205837).

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)

[SO2013-8370]

The Committee on Pedestrian and Traffic 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 Burnett 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 Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Alderman Balcer 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, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and orders submitted herewith which were referred to the Committee concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times -- Disabled:

Ward	Location
6	649 East 90th Street -- Disabled Parking Permit Number 91648. Not recommended -- garage at location;
11	2732 South Bonfield Street -- Disabled Parking Permit Number 91009. Not recommended -- garage at location;
11	3140 South Emerald Avenue -- Disabled Parking Permit Number 91003. Not recommended -- garage at location;
12	2436 West 45th Street -- Disabled Parking Permit Number 91020. Not recommended -- garage at location;
25	917 West 18th Place -- Disabled Parking Permit Number 90291. Not recommended -- garage at location;
29	1651 North Mayfield Avenue -- Disabled Parking Permit Number 84372. Not recommended -- garage at location;
29	5962 West Adams Street -- Disabled Parking Permit Number 84355. Not recommended -- garage at location;
29	1317 North Waller Avenue -- Disabled Parking Permit Number 89890. Not recommended -- garage at location;
29	2324 North Merrimac Avenue -- Disabled Parking Permit Number 83570. Not recommended -- garage at location;
29	1620 North Melvina Avenue -- Disabled Parking Permit Number 84375. Not recommended -- garage at location;
37	1816 North Lotus Avenue -- Disabled Parking Permit Number 81512. Not recommended;
38	6244 West Grace Street -- Disabled Parking Permit Number 80768. **Deferred at October 29, 2012 committee meeting;
41	5109 North Oak Park Avenue -- Disabled Parking Permit Number 71509. Not recommended -- garage at location;

Ward	Location
50	6425 North Fairfield Avenue -- Disabled Parking Permit Number 91416. Not recommended -- garage at location;
50	6137 North Monticello Avenue -- Disabled Parking Permit Number 91347. Not recommended -- garage at location.

Amendment Of Parking Prohibition At All Times -- Disabled:

Ward	Location
45	Repeal Disabled Parking Permit Number 377301 located at 4945 West Winona Street. Not recommended -- needs correct permit number.

Loading Zones:

Ward	Location
1	North Ashland Avenue (west side) from a point 29 feet south of West Fry Street to a point 55 feet south thereof: amend no parking loading zone -- 11:00 A.M. to 11:00 P.M. -- Monday through Saturday, by striking and inserting in lieu thereof: "30 minute standing zone -- use flashing lights -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday". Request withdrawn by requestor (12-01411208);
2	South Wabash Avenue (east side) from a point 90 feet south of East 21st Street to a point 100 feet south thereof -- 30 minute loading zone -- use flashing lights -- 9:00 A.M. to 5:00 A.M. -- Monday through Sunday. Insufficient data. Deferred at December 10, 2012 committee meeting (12-01411666);
11	2724 South Union Avenue (signs to be placed at 704 West 28th Street) -- 15 minute loading zone. Request withdrawn by alderman (13-00801100);
15	4654 South Honore Street -- no parking loading zone. Information needed to prepare recommendation for this ordinance is not available. Alderman's office has been advised (13-00975078);

Ward	Location
21	33 West 95th Street -- 15 minute standing zone/tow-away zone -- use flashing lights -- at all times -- all days. Information needed to prepare recommendation for this ordinance is not available. Alderman's office has been advised (12-02012902);
24	3018 West Cermak Road -- 15 minute standing zone/tow-away zone -- distance of 20 feet. Request withdrawn by requestor (13-00703116);
24	3020 West Cermak Road: amend length of standing zone by striking: "25 feet" and inserting in lieu thereof: "20 feet". Request withdrawn by requestor (13-00703021);
25	251 -- 259 West Cermak Road -- no parking loading zone. Insufficient information to process ordinance request (13-00978049).

Amendment Of Loading Zone:

Ward	Location
44	Repeal ordinance passed March 1, 2006 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 71724) which reads: "North Halsted Street (east side) from a point 20 feet south of West Oakdale Avenue to a point south thereof -- no parking loading zone -- 4:00 P.M. to 10:00 P.M. -- Monday through Saturday and 10:00 A.M. to 10:00 P.M. -- Sunday -- tow-away zone" by striking the above. Request withdrawn by requestor (12-01927725).

Residential Permit Parking Zones:

Ward	Location
13	6600 South Keeler Avenue (east side) including wrap around on 6601 South Keeler Avenue, from South Keeler Avenue east to the alley -- residential permit parking zone -- at all times -- all days. Not recommended. Was only 42 percent. Needs 85 percent;
18	7914 -- 7956 South Wolcott Avenue (both sides) -- residential permit parking zone -- at all times -- all days. Not recommended per ordinance. Requires 85 percent occupied. Was only 34 percent;

Ward	Location
19	1415 -- 1451 West 105th Street -- residential permit parking zone -- 9:00 A.M. to 10:00 P.M. -- Tuesday through Saturday. Not recommended. Per our ordinances, needs both sides of the street.

Amendment Of Residential Permit Parking Zones:

Ward	Location
12	Amend by striking Residential Permit Parking Zone 764 located at 4011 South Kimball Avenue. Ward office needs to do a correction. Survey done (*per department correct address is 4011 South Campbell Avenue).

Tow-Away Zones:

Ward	Location
21	9256 South Lafayette Avenue -- no parking tow-away zone. Request withdrawn by requestor (13-00596222);
26	1 West Grand Avenue, from North Damen Avenue to North California Avenue (south side) -- no parking tow-away zone -- street cleaning -- 9:00 A.M. to 3:00 P.M. -- fourth Friday of every month -- April 1 to November 30 and weather permitting -- November 30 to April 1. Request withdrawn by alderman;
40	West Foster Avenue, from North Hoyne Avenue to North Damen Avenue (both sides) -- no parking tow-away zone. Request withdrawn by alderman (13-00733214);
43	North Wells Street (west side) from a point 90 feet south of West Eugenie Street (1640 North Wells Street) to the intersection with West Concord Lane -- no parking tow-away zone -- at all times -- all days. Request withdrawn by alderman.

Amendment Of Tow-Away Zone:

Ward	Location
28	5100 block of West Washington Boulevard (north side) from North Leclaire Avenue to North Leamington Avenue -- repeal no parking tow-away zone. No City Council action necessary to remove school parking signs. Requested signs will be removed (13-00983667).

Traffic Warning Signs And/Or Signals:

13	5600 South Mobile Avenue -- "Stop" sign at the T of the intersection on (south east) corner. Request withdrawn by alderman (13-00974962).

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chairman.

COMMITTEE ON PUBLIC SAFETY.

AMENDMENT OF SECTION 4-4-336 OF MUNICIPAL CODE REGARDING PERMITS FOR ON-PREMISES BUSINESS SIGNS.

[SO2013-6161]

The Committee on Public Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Public Safety begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance amending Title 4, Chapter 4, Section 336 of the Municipal Code of Chicago concerning improper business signs.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) JAMES A. BALCER,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 4-4-336 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-4-336 Improper Business Signs.

(a) No sign shall be placed on the exterior of any business in the City of Chicago unless the sign is securely affixed to the property of the business. Unsecure methods of affixing ~~a~~ an exterior sign shall include, but are not limited to, attaching the sign with tape, string or staples.

(b) Any sign that is erected, altered or maintained in violation of this section shall be removed by the owner or operator of the business.

(c) If a sign is erected, altered or maintained in violation of this section, the City of Chicago may remove such sign and charge the expense of such removal to the owner or operator of the business.

(d) If a permit is required under Section 10-28-010 to install, erect, maintain or enlarge any sign that is on, under or over the surface of any public way, or if a business contains on-premises signage or other signage for which a permit is required under Section 13-20-550, such permit shall be obtained.

(e) In addition to any other penalty provided by law, any person who violates any provision of this section shall be fined not less than $200.00 nor more than $500.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

SECTION 2. This ordinance shall take full force and effect upon its passage and publication.

AMENDMENT OF CHAPTER 4-144 OF MUNICIPAL CODE BY ADDING NEW SECTIONS 4-144-400 THROUGH 4-144-470 AND MODIFYING SECTION 4-144-010 TO ALLOW MUSEUMS TO LAWFULLY ACQUIRE AND DISPLAY FIREARMS OF HISTORIC VALUE.

[SO2013-3378]

The Committee on Public Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Public Safety begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance amending Chapter 4-144 of the Municipal Code of Chicago to allow museums to acquire unloaded curios or relic firearms of historic value as part of their collection.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) JAMES A. BALCER,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 4-144 of the Municipal Code is hereby amended by adding a new Article VI, Sections 4-144-400 through and including 4-144-470, and by adding the language underscored, as follows:

4-144-010 License -- Required.

It shall be unlawful for any person to engage in the business of selling or otherwise transferring any ammunition, stun gun or taser without securing a weapons dealer license to do so. For purposes of this section "stun gun" and "taser" have the meanings ascribed to those terms in 720 ILCS 5/24-1(a)(10).

Article VI.

Professional Firearm Curators.

4-144-400 Definitions.

For purposes of this article, the following definitions apply:

(a) "Collector" and "Curio or relic firearm" have the meanings ascribed to those terms in 27 CFR 478.11 or as listed on the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives, Firearms Curios or Relics List, AFT Publication 5300.11, as amended.

(b) "FOID" has the same meaning ascribed to that term in Section 8-20-010.

(c) "Professional firearm curator" means a person who:

(1)(i) is a public museum that is eligible to receive funds for capital development under subsection 1-25(7) of the Department of Natural Resources Act, 20 ILCS 801/1-25; or

(ii) is a bona fide Illinois nonprofit corporation that is a museum operating for the purpose of acquiring, conserving, preserving, studying, interpreting, or enhancing historical material for educational or scientific purposes and has continuously for a period of not less than five years prior to the date of application exhibited specimens, artifacts, articles, documents and other things of historical, anthropological, archaeological, industrial or scientific import to the public for its instruction and enjoyment; and

(2) has been issued a federal firearms collector's license; and

(3) has a location in the city at which curio or relic firearms are exhibited to the public for its instruction and enjoyment.

(d) "Superintendent" means the Superintendent of police.

4-144-410 License Required.

It shall be unlawful for any person to engage in the business of a professional firearm curator without securing a weapons dealer license to do so.

Notwithstanding any provision of the code to the contrary, a professional firearm curator may possess curio or relic firearms when such curio or relic firearms are part of the professional firearm curator's collection which is exhibited to the public for its instruction and enjoyment.

The license required under this article shall be in addition to any other license required by law.

The license granted under this article does not authorize the licensee to engage in the business of selling or otherwise transferring firearms.

4-144-420 Application -- Additional Information Required.

(a) In addition to the requirements set forth in Section 4-4-050, an application for, or renewal of, a weapons dealer license to engage in the business of a professional firearm curator shall be accompanied by the following information:

(1) the length of time the applicant has been in business;

(2) the location and description of the proposed licensed premises;

(3) the name and address of the owner of the premises. If the premises are leased, the name, address and telephone number of the owner of the premises;

(4) a copy of the applicant's federal firearm collector's license;

(5) a list of all employees and managers authorized to control, handle, store or otherwise possess the curio or relic firearms at the licensed premises and a copy of each person's FOID card;

(6) a safety plan approved by the superintendent; and

(7) any other information that the commissioner or the superintendent may require to implement this article.

4-144-430 License Issuance And Renewal.

A license or a renewal of a license issued under this article shall be denied or revoked for any of the following reasons:

(a) The applicant's license under this article, or any other license for the sale, manufacture, use or possession of firearms, has been revoked for cause.

(b) A license issued under this article for the location described in the application has been revoked for any cause within one year of the date of the application.

(c) The applicant makes any false, misleading or fraudulent statement or misrepresents any fact in the license application, or uses any scheme or subterfuge for the purpose of evading any provision of this article.

(d) The applicant or licensee at the time of application for or renewal of any license issued pursuant to this chapter would not be eligible for such license upon a first application.

4-144-440 Department Duties.

(a) The commissioner shall forward any application for a weapons dealer license to engage in the business of a professional firearm curator to the police and fire departments.

(b) The commissioner shall have the authority to promulgate rules and regulations necessary to implement this article.

(c) The superintendent shall have the authority to promulgate rules and regulations necessary to implement this article relating to the safety plan, the safe storage and handling of the curio or relic firearms or any other non-firearm dangerous or deadly weapon, and any other restriction which the superintendent deems necessary for public safety.

4-144-450 Legal Duties.

(a) Every licensee shall obtain and keep current at all times throughout the duration of the license period, liability insurance for the operation of the premises described in such application or license in the aggregate amount of $1,000,000.00, issued by an insurer authorized to insure in Illinois. The insurance policy required by this section shall be for a term of at least 12 months, and shall be co-extensive with the first 12 months of the applicable license period. Thereafter, the licensee shall continue to maintain such insurance policy in full force and effect for the duration of the two-year license period. The licensee shall keep proof of the required insurance at the licensed premises at all times and, upon demand, shall produce such proof for inspection by an authorized City official. Each policy of insurance required under this section shall include a provision requiring 30 days' advance notice to the commissioner prior to termination or lapse of the policy. Failure to comply with this section shall be grounds for the suspension or revocation of the license for a single offense in accordance with Section 4-4-280 of this Code.

(b) Every licensee shall comply with a safety plan, approved by the superintendent. Such plan shall include provisions that address: (i) the installation and maintenance of adequate exterior lighting; (ii) the installation and maintenance of interior and exterior surveillance cameras installed at each building; (iii) the installation of an alarm system; (iv) protocols for the safe display and storage of firearms and ammunition; and (v) the employment of adequately trained personnel; all in accordance with rules prescribed by the superintendent. Recordings from the surveillance camera required by clause (ii) shall be maintained for not less than 30 days and shall be made available to members of the department of police. Notwithstanding any other ordinance to the contrary, the city shall not impose a fee for any surveillance camera installed pursuant to this section solely because the camera or its wiring is in any portion of the public way.

(c) The licensed premises shall be open at all reasonable times for inspection by the departments of buildings, police, business affairs and consumer protection, and fire.

(d) All employees and managers authorized by the licensee to control, handle, store or otherwise possess any curio or relic firearm shall have a valid FOID card. No other employee, manager or person shall be permitted to control, handle, store or otherwise possess any curio or relic firearm.

(e) An employee or manager with a valid FOID card shall be present at the licensed premises at all times that the licensed premises is open to the public.

4-144-460 Operating Without A License.

In addition to any other applicable fine or penalty, any person who engages in the business of a professional firearm curator without first having obtained the required license shall be subject to a fine of not less than $3,000.00 nor more than $5,000.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

4-144-470 Penalty.

Unless another penalty or fine is specifically provided, any person who violates any provision of this Article, or any rule or regulation promulgated thereunder, shall be subject to a fine of not less than $1,500.00 nor more than $3,000.00 for each offense, or incarceration for a period not to exceed six months, or both. Each day that such violation exists shall constitute a separate and distinct offense.

SECTION 2. This ordinance shall take effect 10 days after its passage and approval.

AMENDMENT OF CHAPTER 9-32 OF MUNICIPAL CODE BY ADDING NEW SECTION 9-32-040 AND MODIFYING SECTION 2-14-132 REGARDING IMPOUNDMENT OF MOTOR VEHICLES USED IN COMMISSION OF RECKLESS DRIVING AT, OR INTERFERING WITH, FUNERAL PROCESSIONS.

[O2013-6118]

The Committee on Public Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Public Safety begs leave to report and recommend that Your Honorable Body *Pass* an ordinance amending Title 9, Chapter 32 of the Municipal Code of Chicago by adding new Section 040 and modifying Section 2-14-132 regarding reckless driving or interfering with a funeral procession.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) JAMES A. BALCER,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 9-32 of the Municipal Code of Chicago is hereby amended by adding a new Section 9-32-040, as follows:

9-32-040 Reckless Driving At, Or Interfering With, A Funeral Procession -- Impoundment.

(a) The owner of record of any motor vehicle that is used in the commission of reckless driving or aggravated reckless driving as defined in Section 11-503 of the Illinois Vehicle Code, codified at 625 ILCS 5/11-503, while the vehicle is part of a funeral procession or in a manner that interferes with a funeral procession shall be liable to the city for an administrative penalty of not less than $500.00 and not more than $750.00, plus any applicable towing and storage fees. Any such vehicle shall be subject to seizure and impoundment pursuant to this section.

(b) Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle to a facility controlled by the city or its agent. When the vehicle is towed, the police officer shall notify any person identifying himself as the owner of the

vehicle or any person who is found to be in control of the vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the vehicle owner's right to request a preliminary hearing to be conducted under Section 2-14-132 of this Code.

(c) Section 2-14-132 shall apply whenever a motor vehicle is seized and impounded pursuant to this section.

SECTION 2. Section 2-14-132 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

2-14-132 Impoundment.

(1) Whenever the owner of a vehicle seized and impounded pursuant to Sections 3-46-076, 3-56-155, 4-68-195, 9-80-220, 9-112-640 or 9-114-420 of this Code (for purposes of this section, the "status-related offense sections"), or Sections 7-24-225, 7-24-226, 7-28-390, 7-28-440, 7-38-115(c-5), 8-4-130, 8-8-060, 8-20-070, 9-12-090, 9-32-040, 9-76-145, 9-80-225, 9-80-240, 9-92-035, 11-4-1410, 11-4-1500 or 15-20-270 of this Code (for purposes of this section, the "use-related offense sections") requests a preliminary hearing in person and in writing at the department of administrative hearings, within 15 days after the vehicle is seized and impounded, an administrative law officer of the department of administrative hearings shall conduct such preliminary hearing within 48 hours of request, excluding Saturdays, Sundays and legal holidays, unless the vehicle was seized and impounded pursuant to Section 7-24-225 and the department of police determines that it must retain custody of the vehicle under the applicable state or federal forfeiture law. If, after the hearing, the administrative law officer determines that there is probable cause to believe that the vehicle was used in a violation of this Code for which seizure and impoundment applies, or, if the impoundment is pursuant to Section 9-92-035, that the subject vehicle is eligible for impoundment under that section, the administrative law officer shall order the continued impoundment of the vehicle as provided in this section unless the owner of the vehicle pays to the city the amount of the administrative penalty prescribed for the code violation plus fees for towing and storing the vehicle. If the vehicle is also subject to immobilization for unpaid parking and/or compliance violations, the owner of the vehicle must also pay the amounts due for all such outstanding violations prior to the release of the vehicle. If the administrative law officer determines there is no such probable cause, or, if the impoundment is pursuant to Section 9-92-035, that the subject vehicle has previously been determined not to be eligible for impoundment under that section, the vehicle will be returned without penalty or other fees.

(Omitted text is not affected by this ordinance.)

SECTION 3. This ordinance shall take effect 10 days after passage and publication.

CALL ON ILLINOIS GENERAL ASSEMBLY TO STRENGTHEN SENTENCING REQUIREMENTS FOR CRIMES COMMITTED WITH FIREARMS.

[R2013-754]

The Committee on Public Safety submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Public Safety begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution to call for hearings on strengthening our sentencing laws for crimes committed with firearms.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) JAMES A. BALCER,
Chairman.

Alderman Moreno moved to re-refer the said proposed resolution to the Committee on Public Safety.

Alderman Burke moved to *Lay on the Table* Alderman Moreno's motion to re-refer. The motion to lay on the table *Prevailed* by a viva voce vote.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The scourge of gun violence has contributed to immeasurable loss and suffering in our City and across the Nation, as demonstrated most recently by the 443 Chicagoans murdered with firearms in 2012, the tragedy at Sandy Hook Elementary School in Newtown, Connecticut, and the Center for Disease Control estimate that 20,000 people annually commit suicide with a gun; and

WHEREAS, We have a duty as citizens, officials, and compassionate persons to speak out against the senseless destruction caused by guns, which destroy families, cripple promising lives, devastate communities, and endanger our nation's collective health; and

WHEREAS, In light of these challenges and obligations, crimes committed with a firearm are especially heinous and troubling, even if the offender does not cause "great bodily harm" per the language of 730 ILCS 5/3-6-3; and

WHEREAS, National recidivism rates are appallingly high among those convicted of weapons-related crimes -- over 70 percent, according to the Bureau of Justice Statistics -- a number that reflects state reports indicating that those arrested on gun charges are more likely than others to commit repeat offenses after serving their sentences, and in doing so inject further anguish into their communities; and

WHEREAS, Every death of a mother, son, daughter, father, or friend and loved one from a bullet is unacceptable, and a cause for great sadness in our city, especially when the perpetrator was released early from prison before serving a full sentence for a prior offense; and

WHEREAS, Studies published at Florida State University and by the Virginia Criminal Sentencing Commission, among others, indicate that "truth in sentencing reforms" lead to lower rates of recidivism, therefore demonstrating that minimum sentencing requirements are effective in keeping dangerous criminals in prison and off the streets of our cities; and

WHEREAS, Illinois should strengthen its sentencing laws so that people who commit crimes with firearms face tougher sentencing requirements; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby urge the Illinois General Assembly to take action, in the interest of public safety, by passing legislation that strengthens our sentencing laws for those crimes committed with a firearm, requiring that 85 percent of each sentence be served regardless of the "bodily harm" inflicted; and

Be It Further Resolved, That copies of this resolution be delivered to the Governor of the State of Illinois, the President of the Illinois Senate, the Minority Leader of the Illinois Senate, the Speaker of the Illinois House of Representatives, and the Minority Leader of the Illinois House of Representatives as a testament to the urgency of the issue and our shared commitment to protect the people of Illinois.

COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION.

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR CONSTRUCTION OF PARK SPACES AT TILL-MOBLEY PARK AND BEEHIVE PARK.

[O2013-6184]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, for which a meeting was held on October 15, 2013, and having had under consideration an ordinance introduced by Mayor Rahm Emanuel on September 11, 2013, this being the expenditure of open space impact fee funds for Till-Mobley Park and Beehive Park for the creation of school gardens, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) JOSEPH A. MOORE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 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 Chicago Park District (the "Park District"), is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution, of the State of Illinois and, as such, is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; 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 Finance ("DOF") 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 Housing and Economic Development ("HED") 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 that 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 Park District is the owner of parcels of land at Till-Mobley Park and Beehive Park, as described on Exhibit A hereto (collectively, the "Property"); and

WHEREAS, The City and the Park District desire to create park space at the above mentioned parcels (the "Project") for the benefit and use of the general public and the respective Community Area in which they are located; and

WHEREAS, The City desires to grant the Park District impact fee funds to pay for or reimburse development costs associated with constructing park space at the Property; and

WHEREAS, HED desires to provide to the Park District Open Space Fees in an amount not to exceed $237,990 (the "Grant") for the Project; and to create open spaces and recreational facilities in the Community Areas listed on Exhibit A; 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, HED has determined that the use of the Open Space Fees to fund the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that Open Space Fees to be used for the purposes set forth herein have come from the specific fund set up by DOF for the corresponding Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were c

WHEREAS, HED 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, HED 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 HED (the "Commissioner") or a designee of the Commissioner are each hereby authorized, subject to the approval of the Corporation Counsel to enter into an intergovernmental agreement with the Park District in connection with the Project, in substantially the form attached hereto as Exhibit B and to provide Open Space Fees proceeds to the Park District in an amount not to exceed $237,990 from the corresponding fund to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. Open Space Fees in the amounts on Exhibit A from the Community Area's Open Space Fees Funds 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.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Description Of Project.

Park Creation Projects.

Till-Mobley Park Project.

Address:	6410 South Ellis Avenue, Chicago, Illinois 60637 (the "Property").
Community Area:	Woodlawn.
Description of Project:	Fence removal, installation of new fencing, lighting and landscaping.
Permanent Index Number:	20-23-105-056-0000.
Amount of Open Space Fees:	$92,550.

Beehive Park Project.

Address:	6156 South Dorchester Avenue Chicago, Illinois 60637 (the "Property").
Community Area:	Woodlawn.
Description of Project:	Fence removal, installation of new fencing, benches, lighting and landscaping.
Permanent Index Number:	20-14-409-029-0000.
Amount of Open Space Fees:	$145,440.

Exhibit "B".
(To Ordinance)

Intergovernmental Agreement With
Chicago Park District.

This Intergovernmental Agreement (this "Agreement") is entered into as of_____, 201_ (the "Closing Date"), between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Housing and Economic Development ("HED"), and the Chicago Park District ("Park District"), a body politic and Corporate of the State of Illinois ("Park District"). Park District and the City are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, the Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), authorizes the collection of fees (the "Open Space Fees") as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City; and

WHEREAS, the Department of Finance has collected Open Space Fees (the "Woodlawn Open Space Fees Proceeds") for new dwelling units built in the Community of Woodlawn ("the Woodlawn Community") and has deposited such Open Space Fees Proceeds in a separate fund identified by CAPS Code PS42 131 54 5042 2604; and

WHEREAS, the Park District is the owner of parcels of land at Till-Mobley and Beehive Parks, respectively, which are described on Exhibit A hereto (the"Property");

WHEREAS, the City and Park District desire to create new park space at each of the above mentioned parcels (the "Project") for the benefit and use of the general public and the Woodlawn Community;

WHEREAS, the Chicago Park District (the "Park District"), is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution, of the State of Illinois, and as such is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and;

WHEREAS, HED desires to provide to Park District Open Space Fees Proceeds, in an amount not to exceed $237,990 (the "Grant") for reimbursement costs associated with the Project; and

WHEREAS, on _____, the City Council of the City adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages _____ to _____, finding, among other things, that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant and this Agreement is subject to certain terms and conditions (the "Authorizing Ordinance"); and

WHEREAS, On March 14, 2012, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept Project Assistance from the City for the development of the Project and authorizing the execution of this Agreement (the "Park District Ordinance").

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant available to Park District; and

WHEREAS, the City and Park District have among their powers the authority to contract with each other to perform the undertakings described herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and Park District agree as follows:

SECTION 1. THE GRANT

1.1. Subject to the provisions set forth in this Agreement, the City will disburse the Grant to reimburse Park District for all or part of the cost of completing the Project in accordance with the budget attached to this Agreement as Exhibit B (the "Budget"), which budget is hereby approved by HED, and only after Park District has submitted Certificate(s) of Expenditure to HED (as defined below) along with such supporting documentation as the City may reasonably require.

1.2 Park District may request that certificate(s) of expenditure substantially in the form attached hereto ("Certificates of Expenditure") as Exhibit E be processed and executed periodically. The City will not execute Certificates of Expenditure in the aggregate in excess of the actual cost of the Project. Prior to each execution of a Certificate of Expenditure by the City, Park District must submit documentation regarding the applicable expenditures to HED. Delivery by Park District to HED of any request for execution by the City of a Certificate of Expenditure hereunder will, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that,

(a) the total amount of the request for the Certificates of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(b) all amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to parties entitled to such payment;

(c) Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Drawings (hereinafter defined); and

(d) Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.3. Park District hereby acknowledges and agrees that the Grant must be used exclusively for the Project. If the Grant should exceed the costs of the Project, Park District must repay to the City any such excess Grant funds received by Park District.

1.4. Park District is solely responsible for any fees, costs and expenses of the Project in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses. Notwithstanding anything to the contrary in this Agreement, in no event will the City or Park District be responsible for any cost or expenses of the Project exceeding the Budget. In the event that either party believes that the Budget may not provide sufficient funds for the construction of the Project, such party must notify the other party and the parties must cooperate to modify the Project so that it can be completed in accordance with the Budget.

1.5. The source of funds for the City's obligations under this Agreement are funds identified by CAPS Code: PS42 131 54 5042 2604. Park District hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of funds as described in and limited by this Section 1.5. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Grant, then the City will notify Park District in writing of that occurrence, and Park District will have the right, but not the obligation to terminate this Agreement by written notice to the City.

SECTION 2. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

A. **Title Commitment and Insurance; Survey**. Park District must be responsible for obtaining, at its own expense, any title commitment or title policy and survey with respect to the Property that it deems necessary.

B. **Construction Documents and Landscape Plan**. Park District has developed the construction documents and a plan for the Project (the "Drawings") as shown on Exhibit C. No material deviation from the Drawings will be made without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed. The approval of the Drawings by HED are for the purposes of this Agreement only and other than as set forth in the Drawings, no structures or improvements are to be constructed on the Property by Park District without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed and will not constitute the approval required by the City's Department of Buildings, or any other Department of the City.

C. **Schedule**. Park District has prepared a preliminary schedule for the development and construction of the Project as set forth on Exhibit D (the "Schedule"). No material deviation from the Schedule will be made without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in no event will the approval of HED be required for any changes to the Schedule required because of the City's failure to approve and pay any Certificate of Expenditure, or required in connection with any force majeure event.

D. **Use**. The Project must be utilized as open space for use by the public for and on behalf of the City. This Agreement does not confer any special rights upon Park District or any other person or entity to use the Project for private parties or events.

E. **Certification.** Park District must submit a payment certification form as attached as Exhibit E prior to any Grant funds being released.

SECTION 3. TERM OF AGREEMENT

Term of Agreement. The term of this Agreement will commence as of the Closing Date and, unless otherwise terminated as provided in this Agreement, will expire on the second anniversary of the Closing Date. Notwithstanding the foregoing, if Park District modifies the Schedule pursuant to Section 2(c) of this Agreement and such modification extends beyond the term, the term will be adjusted accordingly.

SECTION 4. COVENANTS AND REPRESENTATIONS

Park District hereby warrants, represents and/or covenants to the City that:

4.1. Park District will use the Grant solely for the Project and to pay for eligible costs as determined in the sole discretion of the City and outlined on Exhibit B.

4.2. Park District will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, Park District, or the Grant. Upon the City's request, Park District will provide evidence of such compliance satisfactory to the City.

4.3. Park District agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

4.4. Park District has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

4.5. Signing, delivery and performance by Park District of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which Park District is party or by which it is bound.

4.6. There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting Park District that would materially impair its ability to perform under this Agreement.

4.7. Park District is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

4.8. If the Grant, or a portion thereof, is used for construction, Park District and all its contractors and subcontractors must meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

4.9. Park District must maintain and keep in force, at its sole cost and expense, at all times during the term of this Agreement, insurance in such amounts and of such type as set forth in Section 6 below.

4.10. Park District must at all times perform its work in fulfilling its corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

4.11. Intentionally Omitted.

4.12. Intentionally Omitted.

4.13. The Parties agree that the Park District will maintain the Project improvements on the Property in a condition and manner acceptable to the City.

4.14. It is the duty of Park District and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of Park District and any such bidder, proposer, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Park District represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform all contractors and subcontractors hired by Park District in connection with this Agreement of this provision in writing and require their compliance.

It is the duty of the Park District and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of Park District and any such bidder, proposer, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code. Park District represents that it understands and will abide by all provisions of Chapter 2-55 of the Municipal Code and that it will inform all contractors and subcontractors hired by Park District in connection with this Agreement of this provision in writing and require their compliance.

4.15 Failure by Park District or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code will be grounds for termination of this Agreement and the transactions contemplated hereby.

4.16 Independent Contractor

(a) The Park District shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "**Shakman Accord**") and June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

(e) In the event of any communication to Park District by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Park District will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight") and also to the head of HED. Park District will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

4.17 FOIA and Local Records Act Compliance

(a) FOIA. Park District acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. seq., as amended ("**FOIA**"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Park District receives a request from the City to produce records within the scope of FOIA, then Park District covenants to comply with such request within 48 hours of the date of such request. Failure by Park District to timely comply with such request will be a breach of this Agreement.

(b) Exempt Information. Documents that Park District submits to the City during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Park District to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Park District mark any such documents as "proprietary, privileged or confidential." If Park District marks a document as "proprietary, privileged and confidential", then HED will evaluate whether such document may be withheld under the FOIA. HED, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) Local Records Act. Park District acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the "**Local Records Act**"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, Park District covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

SECTION 5. ENVIRONMENTAL MATTERS

5.1. It will be the responsibility of Park District to investigate and determine the soil and environmental condition of the Property, if deemed necessary, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any use whatsoever.

5.2. Park District agrees to carefully inspect the Property and all easements or other agreements recorded against the Property prior to commencement of any activity on the Property to ensure that such activity will not damage surrounding property, structures, utility lines or any subsurface lines or cables. Park District must be solely responsible for the safety and protection of the public on the portions of the Property affected by the Project, until the portion of the Project on each portion of the Property is completed. The City reserves the right to inspect the work being done on the Property. Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for Park District.

5.3. Prior to inspecting the Property, Park District or its subcontractors, if any, must obtain insurance in accordance with Section 6 below, all necessary permits and, if applicable, a right of entry.

SECTION 6. INSURANCE

6.1. Park District must provide and maintain at Park District's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, as applicable, insuring all operations related to this Agreement.

INSURANCE TO BE PROVIDED

6.1.1. Workers Compensation and Employers Liability. Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident or illness.

6.1.2. Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than $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, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services.

Subcontractors performing work or services for Park District must maintain limits of not less than $1,000,000 with the same terms in this subsection.

6.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, Park District must provide or cause to be provided, Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

6.1.4. Professional Liability. 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 or caused to be maintained, with limits of not less than $1,000,000. 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.

6.1.5 Self Insurance. To the extent permitted by applicable law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

6.2. **ADDITIONAL REQUIREMENTS.** Park District must furnish the City of Chicago, Department of Housing and Economic Development, 121 N. LaSalle Street, Room 1101, Chicago, Illinois 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. Park District must submit evidence of insurance on the City's Insurance Certificate Form (copy attached as Exhibit F) or equivalent prior to execution of the Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this 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 Park

District is not a waiver by the City of any requirements for Park District to obtain and maintain the specified coverages. Park District must advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance does not relieve Park District of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement 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 deductibles or self insured retentions on referenced insurance coverages must be borne by Park District.

Park District agrees that insurers waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Park District in no way limit Park District's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Park District under this Agreement.

The required insurance to be carried out 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.

Park District must require all subcontractors to provide insurance required in this Agreement, or Park District may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Park District unless otherwise specified in this Agreement.

If Park District or its subcontractors desire additional coverages, the party desiring additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 7. INDEMNIFICATION

Park District will indemnify and defend the City, its officials, agents and employees (the "City Indemnitees") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and expert witnesses' fees and court costs) the City Indemnitees suffer or incur arising from or in connection with the actions or omissions of Park District and/or any contractors or subcontractors in implementing the Project, if any, or Park District's breach of this Agreement. This defense and indemnification obligation survives any termination or expiration of this Agreement.

SECTION 8. NO LIABILITY OF OFFICIALS

No elected or appointed official or member or employee or agent of the City will be charged personally by Park District or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 9. DEFAULT AND REMEDIES

9.1. If Park District, without the City's written consent (which consent will not be unreasonably withheld, conditioned or delayed) defaults by failing to perform any of its obligations under this Agreement then the City may terminate this Agreement if such default is not cured as provided in Section 9.2 below.

9.2. Prior to termination, the City will give Park District 30 days' advance written notice of the City's intent to terminate stating the nature of the default. If Park District does not cure the default within the 30-day period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the 30-day period, Park District will not be deemed to be in default if it has begun to cure the default within the 30-day period and thereafter diligently and continuously prosecutes the cure of the default until cured.

9.3. Either Party may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of this Agreement, or damages for failure of performance, or both.

SECTION 10. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

10.1. Pursuant to Section 2-156-030(b) of the Code, 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 official has a business relationship, 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. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement will be grounds for termination of this Agreement. The term business relationship is defined in Section 2-156-080 of the Code.

10.2. Section 2-156-080 of the Code defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest will not include: (i) any ownership through purchase at fair market value or inheritance of less than 1 percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

SECTION 11. GENERAL CONDITIONS

11.1. Assignment. This Agreement, or any portion thereof, will not be assigned by either Party without the express prior written consent of the other Party which consent will not be unreasonably withheld, conditioned or delayed.

11.2. Construction of Words. As used in this Agreement, the singular of any word will include the plural, and vice versa. Masculine, feminine and neuter pronouns will be fully interchangeable, where the context so requires.

11.3. Counterparts. This Agreement may be executed in counterparts and by different Parties in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts will be deemed an original, will be construed together and will constitute one and the same instrument.

11.4. Entire Agreement. This Agreement contains the entire agreement between the City and Park District and supersedes all prior agreements, negotiation and discussion between them with respect to the Project.

11.5. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

11.6. Governing Law, Venue and Consent to Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its principles of conflicts of law. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

11.7. Inspection and Records. Park District must provide the City with reasonable access to its books and records relating to the Project and the Grant as will be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City will, at all reasonable times, have access to all such books and records which right of access will continue until the date that is five years after the expiration or termination of this Agreement .

11.8. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by both Parties.

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

To the City:
City of Chicago
Department of Housing and Economic Development
Attention: Commissioner
121 N. LaSalle Street, Room 1000
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

With copies to:
Department of Law
City of Chicago
Attention: Finance and Economic Development Division
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District:
Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5276 (Fax)

With a copy to: Chicago Park District
General Counsel
541 North Fairbanks, Room 300
Chicago, Illinois 60611
(312) 742-4602
(312) 742-5316 (Fax)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof will be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof will be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof will be deemed received three business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications will be given.

11.10. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement will be binding upon and inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties. This Agreement will 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. Nothing contained in this Agreement, nor any act of the City or Park District , will be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Park District.

11.11. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, will be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

11.12. Titles and Headings. Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

11.13. Waiver. Waiver by either party with respect to the breach of this Agreement will not be considered or treated as a waiver of the rights of such party with respect to any other default or with respect to any particular default except to the extent specifically waived by such party in writing.

11.14. Foreign Assets Control Lists. Neither Park District , 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. For the purposes of this paragraph "Affiliate," when used to indicate a relationship with a specified person or entity, will mean 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 will 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.

11.15. Further Actions. Park District and the City agree to do, execute, acknowledge and deliver all agreements and other documents and to take all actions reasonably necessary or desirable to comply with the provisions of this Agreement and the intent thereof.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the Closing Date.

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Housing and Economic Development

By:_____
Andrew J. Mooney
Commissioner

CHICAGO PARK DISTRICT, a body politic and Corporate of the State of Illinois

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

_____
Kantrice Ogletree
Secretary

[(Sub)Exhibits "C", "D" and "F" referred to in this Intergovernmental Agreement with Chicago Park District unavailable at time of printing.]

(Sub)Exhibits "A", "B" and "E" referred to in this Intergovernmental Agreement with the Chicago Park District read as follows:

(Sub)Exhibit "A".
(To Intergovernmental Agreement
With Chicago Park District)

Property Description.

Till-Mobley Park.

Property Address:

6410 South Ellis Avenue
Chicago, Illinois 60637.

Community Area:

Woodlawn.

Permanent Index Number:

20-23-105-056-0000.

Legal Description:

Lot 34 in King & Ramsey's Addition to Woodlawn Ridge in the northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Beehive Park.

Property Address:

6156 South Dorchester Avenue
Chicago, Illinois 60637.

Community Area:

Woodlawn.

Permanent Index Number:

20-14-409-029-0000.

Legal Description:

the north 40 feet of the east 83 feet of Lot 11 of Block 1 in the subdivision of Blocks 1 and 2 in O.R. Keith's Subdivision of the southwest quarter of the southeast quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

(Sub)Exhibit "B".
(To Intergovernmental Agreement
With Chicago Park District)

Budget.

TOTAL: $237,900

Till-Mobley Park: $92,550

Item	Cost
Fence Removal	$ 1,000
New 4-foot high ornamental fence	4,500
New 6-foot high chain link fence	3,750
Site lights	10,000
Clean, grub and rough grade	5,000
Import 9 feet top soil and fine grade	20,500
Sod	16,800
Benches	10,000
Subtotal	$71,550
Contingency/AE Fee	21,000
TOTAL:	$92,550

Beehive Park: $145,440

Item	Cost
Remove concrete walk	$ 1,000
Fence removal	1,680
New 4-foot high ornamental fence	28,800
Drainage new site	20,000
Site lights	16,000
Clean, grub and rough grade	3,000
Import 9 feet top soil and fine grade	13,000
Sod	12,360
Shade trees	1,600
Benches	15,000
Subtotal	$112,440
Contingency/AE Fee	33,000
TOTAL:	$145,440

(Sub)Exhibit "E".
(To Intergovernmental Agreement
With Chicago Park District)

Certificate Of Expenditure.

State of Illinois)
) SS.
County of Cook)

The affiant, Chicago Park District, a body politic and corporate of the State of Illinois, hereby

certifies that with respect to that certain Intergovernmental Agreement between Park District and the City of Chicago dated _____, _____ (the "Agreement"):

A. Expenditures 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 Open Space Impact Fee-Funded Improvements for the Project reimbursed by the City to date:

$_____

C. Park District requests reimbursement for the following cost of Open Space Impact Fee-Funded Improvements:

$_____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Park District 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 Agreement are true and correct and the Park District 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 a Default, exists or has occurred.

3. The Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications.

4. The Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

By: _____
Name

Title: _____

Subscribed and sworn before me this
_____ day of _____, _____.

My commission expires: _____.

Agreed and Accepted:

_____
Name

Title: _____

City of Chicago
Department of Housing and Economic
Development

EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR INSTALLATION OF LIGHTING AT MAJOR TAYLOR TRAIL.

[O2013-6204]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, October 16, 2013.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, for which a meeting was held on October 15, 2013, and having had under consideration an ordinance introduced by Mayor Rahm Emanuel on September 11, 2013, this being the expenditure of open space impact fee funds for Major Taylor Trail, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) JOSEPH A. MOORE,
Chairman.

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

Yeas -- Aldermen Moreno, Fioretti, Dowell, Burns, Hairston, Sawyer, Holmes, Harris, Beale, Balcer, Cárdenas, Quinn, Burke, Foulkes, Thompson, Thomas, Lane, O'Shea, Cochran, Brookins, Muñoz, Zalewski, Chandler, Solis, Maldonado, Burnett, Ervin, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Sposato, Mitts, Cullerton, Laurino, P. O'Connor, M. O'Connor, Reilly, Smith, Tunney, Arena, Cappleman, Pawar, Osterman, Moore, Silverstein -- 49.

Nays -- None.

Alderman Balcer 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 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 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 Finance ("DOF") 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 Open Space Ordinance requires that the Open Space Fees: (i) 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 (ii) 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, The Department of Housing and Economic Development ("HED") has determined that the Fee-Paying Developments built in the Community Areas have deepened the already significant deficit of open space in the Community Areas, 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

WHEREAS, The City owns or holds an easement interest in certain parcels of land along the former Conrail Railroad right-of-way between Dan Ryan Woods and Whistler Woods and has constructed thereon a bicycle trail known as the Major Taylor Trail to create open spaces and recreational facilities in the Community Areas listed on Exhibit A to the IGA; and

WHEREAS, The Chicago Park District, a municipal corporation (the "Park District") uses and occupies certain portions of the Major Taylor Trail pursuant to a Usage Agreement dated September 30, 2006 (the "Property"), as identified on (Sub)Exhibit B of the IGA (as defined below), and intends to install lighting thereon (the "Project"); and

WHEREAS, HED has determined that the use of the Open Space Fees to assist with 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 DOF for the Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, HED wishes to make available to the Park District proceeds from the Open Space Fees collected by DOF in an amount not to exceed $400,000 for the purpose of funding the Project; and

WHEREAS, The Park District has agreed to use the proceeds from the Open Space Fees for capital improvements relating to the Project subject to the terms and conditions specified in the intergovernmental agreement ("IGA") attached hereto as Exhibit A; and

WHEREAS, HED has recommended that the City Council approve the use of the Open Space Fees for the Project; and

WHEREAS, HED 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; and

WHEREAS, HED has also recommended that the City enter into the IGA with the Park District, in substantially the form attached hereto as Exhibit A; 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 for the purpose of funding the Project 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 Project.

SECTION 3. The Commissioner of HED or his designee (the "Commissioner") is hereby authorized to provide Open Space Fee proceeds to the Park District in an amount not to exceed $400,000 from the corresponding funds to pay for expenses permitted under the Open Space Ordinance.

SECTION 4. The Commissioner is authorized to execute any and all documents and take any and all action as may be necessary or appropriate to effectuate the development and maintenance of the Project, subject to the approval of the Corporation Counsel.

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 take effect immediately upon its passage.

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

Exhibit "A".
(To Ordinance)

Intergovernmental Agreement With
Chicago Park District.

This Intergovernmental Agreement (this "Agreement") is entered into as of_____, 2013 (the "Closing Date"), between the City of Chicago (the "City"), an Illinois municipal corporation, acting through its Department of Housing and Economic Development ("HED"), and the Chicago Park District (the "Park District") a body politic and corporate of the State of Illinois. The Park District and the City are sometimes referred to herein as the"Parties."

RECITALS

WHEREAS, the Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), authorizes the collection of fees (the "Open Space Fees") as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City; and

WHEREAS, the Department of Finance has collected Open Space Fees (the "Open Space Fees Proceeds") for new dwelling units built in the communities listed on Exhibit A hereto ("the Community Areas") and has deposited such Open Space Fees Proceeds in separate funds identified by the CAPS Codes listed on Exhibit A; and

WHEREAS, the City owns or holds an easement interest in certain parcels of land along the former Conrail Railroad right-of-way between Dan Ryan Woods and Whistler Woods and has constructed thereon a bicycle trail known as the Major Taylor Trail to create open spaces and recreational facilities in the Community Areas; and

WHEREAS, the Park District uses and occupies a portion of the Major Taylor Trail pursuant to a Usage Agreement dated September 30, 2006 (the "Property"), as identified on Exhibit B, and intends to install lighting thereon (the "Project"); and

WHEREAS, the Chicago Park District (the "Park District"), is an Illinois municipal corporation and a unit of local government under Article VII, Section 1 of the 1970 Constitution, of the State of Illinois, and as such is authorized to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

WHEREAS, HED desires to provide to the Park District Open Space Fees Proceeds, in an amount not to exceed $400,000 (the "Grant") for payment or reimbursement of costs associated with the Project; and

WHEREAS, on _____, the City Council of the City adopted an ordinance published in the Journal of the Proceedings of the City Council for said date at pages _____ to _____, finding, among other things, that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees and authorizing the Grant and this Agreement is subject to certain terms and conditions (the "Authorizing Ordinance"); and

WHEREAS, On January 16, 2013, the Park District's Board of Commissioners passed an ordinance expressing its desire to accept the Grant from the City for the development of the Project and authorizing the execution of this Agreement (the "Park District Ordinance")

WHEREAS, under the terms and conditions hereof, the City agrees to make the Grant available to Park District; and

WHEREAS, the City and Park District have among their powers the authority to contract with each other to perform the undertakings described herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and Park District agree as follows:

SECTION 1. THE GRANT

1.1. Subject to the provisions set forth in this Agreement, the City will disburse the Grant to reimburse the Park District for all or part of the cost of completing the Project in accordance with the budget attached to this Agreement as Exhibit C (the "Budget"), which budget is hereby approved by HED, and only after the Park District has submitted Certificate(s) of Expenditure to HED (as defined below) along with such supporting documentation as the City may reasonably require.

1.2 The Park District may request that certificate(s) of expenditure substantially inthe form attached hereto ("Certificates of Expenditure") as Exhibit E be processed and executed periodically. The City will not execute Certificates of Expenditure in the aggregate in excess of the actual cost of the Project. Prior to each execution of a Certificate of Expenditure by the City, the Park District must submit documentation regarding the applicable expenditures to HED. Delivery by the Park District to HED of any request for execution by the City of a Certificate of Expenditure hereunder will, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that,

(a) the total amount of the request for the Certificates of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;

(b) all amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to parties entitled to such payment;

(c) the Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Drawings (hereinafter defined); and

(d) the Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or thePark District as related thereto.

1.3. the Park District hereby acknowledges and agrees that the Grant must be used exclusively for the Project. If the Grant should exceed the costs of the Project, the Park District must repay to the City any such excess Grant funds received bythe Park District.

1.4. The Park District is solely responsible for any fees, costs and expenses of the Project in excess of the amount of the Grant and will hold the City harmless from all such excess fees, costs and expenses. Notwithstanding anything to the contrary in this Agreement, in no event will the City or the Park District be responsible for any cost or expenses of the Project exceeding the Budget. In the event that either party believes that the Budget may not provide sufficient funds for the construction of the Project, such party must notify the other party and the parties must cooperate to modify the Project so that it can be completed in accordance with the Budget.

1.5. The source of funds for the City's obligations under this Agreement are funds identified by the CAPS Codes listed on Exhibit A. The Park District hereby acknowledges and agrees that the City's obligations hereunder are subject in every respect to the availability of funds as described in and limited by this Section 1.5. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Grant, then the City will notify the Park District in writing of that occurrence, and the Park District will have the right, but not the obligation to terminate this Agreement by written notice to the City.

SECTION 2. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

A. **Title Commitment and Insurance; Survey**. The Park District must be responsible for obtaining, at its own expense, any title commitment or title policy and survey with respect to the Property that it deems necessary.

B. **Construction Documents and Landscape Plan**. The Park District has developed the construction documents and a plan for the Project (the "Drawings") as shown on Exhibit D. No material deviation from the Drawings will be made without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed. The approval of the Drawings by HED are for the purposes of this Agreement only and other than as set forth in the Drawings, no structures or improvements are to be constructed on the Property by the Park District without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed and will not constitute the approval required by the City's Department of Buildings, or any other Department of the City.

C. **Schedule**. The Park District has prepared a preliminary schedule (the "Schedule") for the development and construction of the Project as set forth on Exhibit D. No material deviation from the Schedule will be made without the prior written approval of HED, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in no event will the approval of HED be required for any changes to the Schedule required because of the City's failure to approve and pay any Certificate of Expenditure, or required in connection with any force majeure event.

D. **Use**. The Project must be utilized as open space for use by the public for and on behalf of the City. This Agreement does not confer any special rights upon the Park District or any other person or entity to use the Project for private parties or events.

E. **Certification.** The Park District must submit a payment certification form as attached as Exhibit E prior to any Grant funds being released.

SECTION 3. TERM OF AGREEMENT

Term of Agreement. The term of this Agreement will commence as of the Closing Date and, unless otherwise terminated as provided in this Agreement, will expire on the second anniversary of the Closing Date. Notwithstanding the foregoing, if the Park District modifies the Schedule pursuant to Section 2(c) of this Agreement and such modification extends beyond the term, the term will be adjusted accordingly.

SECTION 4. COVENANTS AND REPRESENTATIONS

Park District hereby warrants, represents and/or covenants to the City that:

4.1. The Park District will use the Grant solely for the Project and to pay for eligible costs as determined in the sole discretion of the City and outlined on Exhibit C.

4.2. The Park District will comply with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations and executive orders that are in effect from time to time that pertain to or affect the Project, the Park District, or the Grant. Upon the City's request, the Park District will provide evidence of such compliance satisfactory to the City.

4.3. The Park District agrees that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will thefailure to insert such provisions prevent the enforcement of this Agreement.

4.4. The Park District has full power and authority to enter into and perform its obligations under this Agreement, and the signing and delivery of this Agreement and the performance of its obligations under this Agreement have been duly authorized by all requisite corporate action.

4.5. Signing, delivery and performance by the Park District of this Agreement does not violate its bylaws, articles of incorporation, resolutions or any applicable provision of law, or constitute a material breach of, default under or require any consent under, any agreement, instrument or document, including any related to borrowing monies, to which the Park District is party or by which it is bound.

4.6. 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 Park District that would materially impair its ability to perform under this Agreement.

4.7. The Park District is not in default on any loan or borrowing that may materially affect its ability to perform under this Agreement.

4.8. If the Grant, or a portion thereof, is used for construction, the Park District and all its contractors and subcontractors must meet labor standards and prevailing wage standards required by federal, state and City laws, regulations and ordinances.

4.9. The Park District must maintain and keep in force, at its sole cost and expense, at all times during the term of this Agreement, insurance in such amounts and of such type as set forth in Section 6 below.

4.10. The Park District must at all times perform its work in fulfilling its corporate mission with the utmost care, skill and diligence in accordance with the applicable standards currently recognized in the community.

4.11. Intentionally Omitted

4.12. Intentionally Omitted

4.13. The Parties agree that the Park District will maintain the Project improvements on the Property in a condition and manner acceptable to the City.

4.14. It is the duty of the Park District and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of the Park District and any such bidder, proposer, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Park District represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform all contractors and subcontractors hired by the Park District in connection with this Agreement of this provision in writing and require their compliance.

It is the duty of the Park District and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of the Park District and any such bidder, proposer, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code. The Park District represents that it understands and will abide by all provisions of Chapter 2-55 of the Municipal Code and that it will inform all contractors and subcontractors hired by the Park District in connection with this Agreement of this provision in writing and require their compliance.

4.15 Failure by the Park District or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code will be grounds for termination of this Agreement and the transactions contemplated hereby.

4.16 Independent Contractor

(a) The Park District shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the **"Shakman Accord"**) and June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

(e) In the event of any communication to the Park District by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, the Park District will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight") and also to the head of HED. The Park District will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to this Agreement.

4.17 FOIA and Local Records Act Compliance

(a) FOIA. Park District acknowledges that the City is subject to the Illinois Freedom of Information Act, 5ILCS 140/1 et. seq., as amended (**"FOIA"**). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Park District receives a request from the City to produce records within the scope of FOIA, then the Park District covenants to comply with such request within 48 hours of the date of such request. Failure by the Park District to timely comply with such request will be a breach of this Agreement.

Exempt Information. Documents that the Park District submits to the City during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Park District to be treated as a trade secret or information that would cause competitive harm, FOIA requires that the Park District mark any such documents as "proprietary, privileged or confidential." If the Park District marks a document as "proprietary, privileged and confidential", then HED will evaluate whether such document may be withheld under the FOIA. HED, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Offce and/or the courts.

Local Records Act. The Park District acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq, as amended (the **"Local Records Act"**). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Park District covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

SECTION 5. ENVIRONMENTAL MATTERS

5.1. It will be the responsibility of the Park District to investigate and determine the soil and environmental condition of the Property, if deemed necessary, including obtaining phase I and, if applicable, phase II environmental audits for the Property. The City makes no covenant, representation or warranty as to the environmental condition of the Property or the suitability of the Property for any use whatsoever.

5.2. The Park District agrees to carefully inspect the Property and all easements or other agreements recorded against the Property prior to commencement of any activity on the Property to ensure that such activity will not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District must be solely responsible for the safety and protection of the public on the portions of the Property affected by the Project, until the portion of the Project on each portion of the Property is completed. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Property free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

5.3. Prior to inspecting the Property, Park District or its subcontractors, if any, must obtain insurance in accordance with Section 6 below, all necessary permits and, if applicable, a right of entry.

SECTION 6. INSURANCE

6.1. The Park District must provide and maintain at the Park District's own expense, or cause to be provided during the term of this Agreement, the insurance coverages and requirements specified below, as applicable, insuring all operations related to this Agreement.

INSURANCE TO BE PROVIDED

6.1.1. Workers Compensation and Employers Liability. Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident or illness.

6.1.2. Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than $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, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services.

Subcontractors performing work or services for the Park District must maintain limits of not less than $1,000,000 with the same terms in this subsection.

6.1.3. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the services to be performed, the Park District must provide or cause to be provided, Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

6.1.4. Professional Liability. 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 or caused to be maintained, with limits of not less than $1,000,000. 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.

6.1.5 Self Insurance. To the extent permitted by applicable law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for any such insurance requirements, the Park District must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least such insurance requirements as stipulated above.

6.2. **ADDITIONAL REQUIREMENTS.** The Park District must furnish the City of Chicago, Department of Housing and Economic Development, 121 N. LaSalle Street, Room 1000, Chicago, Illinois 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 Park District

must submit evidence of insurance on the City's Insurance Certificate Form (copy attached as Exhibit F) or equivalent prior to execution of the Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this 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 the Park District is not a waiver by the City of any requirements for Park District to obtain and maintain the specified coverages. The Park District must advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance does not relieve the Park District of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement 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 deductibles or self insured retentions on referenced insurance coverages must be borne by the Park District.

The Park District agrees that insurers waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by the Park District in no way limit the Park District's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by the Park District under this Agreement.

The required insurance to be carried out 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.

The Park District must require all subcontractors to provide insurance required in this Agreement, or the Park District may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of the Park District unless otherwise specified in this Agreement.

If the Park District or its subcontractors desire additional coverages, the party desiring additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City's Risk Management Department maintains the right to modify, delete, alter or change these requirements.

SECTION 7. INDEMNIFICATION

The Park District will indemnify and defend the City, its officials, agents and employees (the "City Indemnitees") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' and expert witnesses' fees and court costs) the City Indemnitees suffer or incur arising from or in connection with the actions or omissions of Park District and/or any contractors or subcontractors in implementing the Project, if any, or the Park District's breach of this Agreement. This defense and indemnification obligation survives any termination or expiration of this Agreement.

SECTION 8. NO LIABILITY OF OFFICIALS

No elected or appointed official or member or employee or agent of the City will be charged personally by the Park District or by an assignee or subcontractor, with any liability or expenses of defense or be held personally liable under any term or provision of this Agreement because of their execution or attempted execution or because of any breach hereof.

SECTION 9. DEFAULT AND REMEDIES

9.1. If the Park District, without the City's written consent (which consent will not be unreasonably withheld, conditioned or delayed) defaults by failing to perform any of its obligations under this Agreement then the City may terminate this Agreement if such default is not cured as provided in Section 9.2 below.

9.2. Prior to termination, the City will give the Park District 30 days' advance written notice of the City's intent to terminate stating the nature of the default. If the Park District does not cure the default within the 30-day period, the termination will become effective at the end of the period. With respect to those defaults that are not capable of being cured within the 30-day period, the Park District will not be deemed to be in default if it has begun to cure the default within the 30-day period and thereafter diligently and continuously prosecutes the cure of the default until cured.

9.3. Either Party may, in any court of competent jurisdiction, by any proceeding at law or in equity, seek the specific performance of this Agreement, or damages for failure of performance, or both.

SECTION 10. NO BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

10.1. Pursuant to Section 2-156-030(b) of the Code, 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 official has a business relationship, 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. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement will be grounds for termination of this Agreement. The term business relationship is defined in Section 2-156-080 of the Code.

10.2. Section 2-156-080 of the Code defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided, however, a financial interest will not include: (i) any ownership through purchase at fair market value or inheritance of less than 1 percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

SECTION 11. GENERAL CONDITIONS

11.1. Assignment. This Agreement, or any portion thereof, will not be assigned by either Party without the express prior written consent of the other Party which consent will not be unreasonably withheld, conditioned or delayed.

11.2. Construction of Words. As used in this Agreement, the singular of any word will include the plural, and vice versa. Masculine, feminine and neuter pronouns will be fully interchangeable, where the context so requires.

11.3. Counterparts. This Agreement may be executed in counterparts and by different Parties in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts will be deemed an original, will be construed together and will constitute one and the same instrument.

11.4. Entire Agreement. This Agreement contains the entire agreement between the City and Park District and supersedes all prior agreements, negotiation anddiscussion between them with respect to the Project.

11.5. Exhibits. Any exhibits to this Agreement will be construed to be an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

11.6. Governing Law, Venue and Consent to Jurisdiction. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its principles of conflicts of law. If there is a lawsuit under this Agreement, each Party agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

11.7. Inspection and Records. The Park District must provide the City with reasonable access to its books and records relating to the Project and the Grant as will be required by the City and necessary to reflect and disclose fully the amount and disposition of the Grant. Any duly authorized representative of the City will, at all reasonable times, have access to all such books and records which right of access will continue until the date that is five years after the expiration or termination of this Agreement .

11.8. Modification. This Agreement may not be modified or amended except by an agreement in writing signed by both Parties.

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

To the City:

City of Chicago
Department of Housing and Economic Development
Attention: Commissioner
121 N. LaSalle Street, Room 1000
Chicago, Illinois 60602
(312) 744-4190
(312) 744-2271 (Fax)

With copies to:	Department of Law City of Chicago Attention: Finance and Economic Development Division 121 N. LaSalle Street, Room 600 Chicago, Illinois 60602 (312) 744-0200 (312) 742-0277 (Fax)
To the Park District:	Chicago Park District Attention: General Superintendent 541 North Fairbanks Chicago, Illinois 60611 (312) 742-4200 (312) 742-5276 (Fax)
With a copy to:	Chicago Park District General Counsel 541 North Fairbanks, Room 300 Chicago, Illinois 60611 (312) 742-4602 (312) 742-5316 (Fax)

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof will be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) hereof will be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication given pursuant to clause (d) hereof will be deemed received three business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications will be given.

11.10. Parties' Interest / No Third Party Beneficiaries. The terms and provisions of this Agreement will be binding upon and inure to the benefit of, andbe enforceable by, the respective successors and permitted assigns of the Parties. This Agreement will 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. Nothing contained in this Agreement, nor any act of the City or the Park District , will be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City orthe Park District.

11.11. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, will be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

11.12. Titles and Headings. Titles and headings in this Agreement are inserted for convenience and are not intended to be part of or affect the meaning or interpretation of this Agreement.

11.13. Waiver. Waiver by either party with respect to the breach of this Agreement will not be considered or treated as a waiver of the rights of such party with respect to any other default or with respect to any particular default except to the extent specifically waived by such party in writing.

11.14. Foreign Assets Control Lists. Neither Park District, 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. For the purposes of this paragraph "Affiliate," when used to indicate a relationship with a specified person or entity, will mean 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 will 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.

11.15. Further Actions. The Park District and the City agree to do, execute, acknowledge and deliver all agreements and other documents and to take all actions reasonably necessary or desirable to comply with the provisions of this Agreement and the intent thereof.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the Closing Date.

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Housing and Economic Development

By:_____
Andrew J. Mooney
Commissioner

CHICAGO PARK DISTRICT, a body politic and Corporate of the State of Illinois

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

_____
Kantrice Ogletree
Secretary

[(Sub)Exhibits "D" and "F" referred to in this Intergovernmental Agreement with Chicago Park District unavailable at time of printing.]

(Sub)Exhibits "A", "B", "C" and "E" referred to in this Intergovernmental Agreement with the Chicago Park District read as follows:

(Sub)Exhibit "A".
(To Intergovernmental Agreement With
Chicago Park District)

Community Areas.

Community Areas	CAPS Code	Amount
Ashburn	PS70 131 54 5070 2604	$ 91,752
Auburn Gresham	PS71 131 54 5071 2604	103,594
Washington Heights	PS73 131 54 5073 2604	72,574
Morgan Park	PS75 131 54 5075 2604	66,522
West Pullman	PS53 131 54 5053 2604	60,545
Riverdale	PS54 131 54 5054 2604	5,013
		$400,000

(Sub)Exhibit "B".
(To Intergovernmental Agreement With
Chicago Park District)

Property Description.

Property Address:

A portion of the South Trail of the Major Taylor Trail, from 107th Street to 127th Street.

Permanent Index Number:

_____.

(Sub)Exhibit "C".
(To Intergovernmental Agreement With
Chicago Park District)

Budget.

Installation of Lighting	$400,000

(Sub)Exhibit "E".
(To Intergovernmental Agreement With
Chicago Park District)

Certificate Of Expenditure.

State of Illinois)
) SS.
County of Cook)

The affiant, Chicago Park District, a body politic and corporate of the State of Illinois hereby certifies that with respect to that certain Intergovernmental Agreement between Park District and the City of Chicago dated _____, _____ (the "Agreement"):

A. Expenditures 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 Open Space Impact Fee-Funded Improvements for the Project reimbursed by the City to date:

$_____

C. Park District requests reimbursement for the following cost of Open Space Impact Fee-Funded Improvements:

$_____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. Park District 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 Agreement are true and correct and Park District 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 a Default, exists or has occurred.

3. Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications.

4. Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or Park District as related thereto.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

By: _____
Name

Title: _____

Subscribed and sworn before me this
_____ day of _____, _____

My commission expires: _____

Agreed and Accepted:

_____
Name

Title: _____

City of Chicago
Department of Housing and Economic
Development

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